

Pre-Qualification Requirements (PQR) for

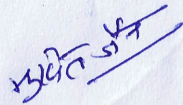
**ACTUATOR WITH INTEGRAL STARTER FOR TCV, Matcode-W90318102048
ELECTRONIC POSITION TRANSMITTER FOR 3 WAY TCV, Matcode- W90318102064
LIMIT SWITCHES ASSEMBLY FOR ACTUATOR TCV, Matcode- W90318102056**

- 1) Bidder shall be manufacturer or supplier of Valve Actuator and accessories -Solenoid Valve, Limit switch, position transmitter, positioner of any reputed make.
- 2) The Vendor should have supplied Motorized valve actuator, Solenoid Valve, Limit switch, position transmitter, positioner etc. of total PO value of at least Rs 300000 in last 5 years from date of enquiry

In support of point 1) and 2) vendor to provide PO copies (Value of any one PO shall not be of less than Rs. 50000 for calculation of total PO value of atleast Rs 300000.)

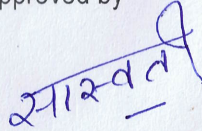
- 3) Bidder has to confirm to supply the items covered in BHEL Specification for the given make and model. Bidder shall clearly specify details of offered item in their offer.

Prepared by

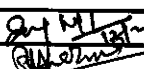
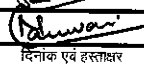


Mudit Jain
Mgr / CIE

Approved by



Saswati Srivastava
AGM/ CIE

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक		HW 7450000 / ST 47032	
		PRODUCT STANDARD		पृष्ठ का Page 1 of 11	
SUPERSEDES INVENTORY NO.	ELECTRIC ACTUATORS FOR VALVES				
सामग्री सूची संख्या को अधिकृतित करता है	1.0 SCOPE: This specification covers the requirements of actuators for open-close type and regulating type valves, complete with electrical motor, torque switch, electronic position transmitter, local position indicator etc.				
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	2.2 The drive shall take into account the desired operating speed of the valve and the differential and static pressure applied on the valve as given in the relevant valve specification.				
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	2.3 The normal torque rating of each drive unit shall have adequate margin and shall be at least equal to the theoretical brake torque, required to drive the equipment under full load, including all losses in speed reducers and power transmission even if the voltage is 90 % of the rated value under worst condition of pressure differential.				
	2.4 The actuator assembly shall have metal gear trains and self locking gears shall be provided.				
हस्ताक्षर एवं दिनांक SIGN & DATE	2.5 Greasing lubricating shall be possible without opening any assembly or part of it. The actuator shall be so designed that it can be mounted in any orientation without any lubricant leakage or other operational difficulties.				
	2.6 A hand wheel shall be provided for mutual operation. Provision shall be made for manual engagement of the handwheel except when motor is energized, the hand wheel shall be automatically disengaged.				
सामग्री सूची संख्या INVENTORY NO.	2.7 The actuator enclosure except the motor and the terminal boxes shall conform to IP-67.				
P-5506	TSX MEMBER PSC QAX सहमत विभाग AGREED DEPTT.	P.K. SINGH SK SHARMA NK MANWANI नाम NAME	20/12/08    दिनांक एवं हस्ताक्षर DATE & SIGNATURE	अनुवादक TRANSLATED BY निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY पर्यवेक्षककर्ता SUPERVISED BY	नाम NAME SURESH CHANDRA BS RANA BS RANA
दिनांक एवं हस्ताक्षर SIGN & DATE	दिनांक एवं हस्ताक्षर SIGNATURE & DATE				
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REV.NO. 01	जारी : 6/2/08				
Dt. 12.2.08	तैयार : CIE ISSUED : TSX				
5.12	दिनांक : DATE : 5.1.84				

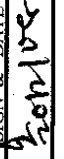
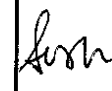
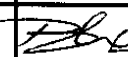
दिनांक एवं हस्ताक्षर SIGN & DATE			उत्पाद मानक PRODUCT STANDARD		HW 7450000 / ST 47032 पृष्ठ का Page 2 of 11	
SUPERSEDES INVENTORY NO. सामग्री सूची संख्या को अधिकृतित करता है		3.1 <u>Standard :</u> The motor shall conform to IS: 325 and IS:4722., IS:2253, IS:4029 , IS: 3202 , or equivalent BS/DIN/IEC/VDE standard. The motor shall meet al Indian statutory requirements. The bidder shall mention in their quotation the relevant standard.				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly, in any way detrimental to the interest of the company.		3.2 <u>Construction type :</u> Squirrel cage induction motor. 3.3 <u>Rated voltage :</u> 415v ac, 50 H , 3 phase, 3 Wire. 3.4 <u>Permissible voltage and frequency variation :</u> 415V + 10 % , 50Hz + 5%, combined voltage and frequency variation = +/- 10 % (absolute sum). 3.5 <u>Type of duty:</u> In case of close/open services, motor shall be designed for the type of duty S2-15 minutes as per IEC 34-1. In case of regulating services, motor shall be designed for the type of duty. a) S4/S5-25 % .DC-1200 C/hr for < 3.0 KW b) S4/S5-25 % .DC-600 C/hr for > 3.0 KW as per IEC 34-1.				
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हस्ताक्षर एवं दिनांक SIGN & DATE 20/10/08		REV. NO. 01		निर्माणकर्ता WORKED BY SC	जांचकर्ता CHECKED BY BSR	62.08 62.08
सामग्री सूची संख्या INVENTORY NO. P-5506						

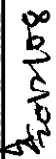
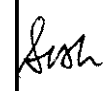
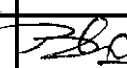
दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD		HW 7450000 / ST 47032 पृष्ठ का Page 3 of 11	
सामग्री सूची संख्या को अधिकृतित किया है SUPERSEDES INVENTORY NO.	3.9 <u>Enclosure :</u> Motor shall be totally enclosed fan cooled type. The type of protection shall be IP -67. 3.10 <u>Finish :</u> The motor external parts shall be finished and painted to produce a neat and durable surface which would prevent rusting and corrosion . The equipment shall be thoroughly degreased, all rust, sharp edges and scale removed and treated with one coat of primer and finished with two coats of paint, paint shade shall be intimated later by BHEL. The motor and cooling fan shall be painted with corrosion proof paint. 3.11 <u>Bearings :</u> The motor shall be double shielded ,grease prelubricated, regreasable , anti friction bearings, having a minimum service life of 100,000 hrs. 3.12 <u>Terminals :</u> The terminals shall be brought out to a terminal box complete with cable glands. protection class shall be as per IP-67. An extra blind gasket of neoprene/rubber shall be provided with each cable glands to stop any possible entry of dust etc. Connection diagram shall be printed at inner side of the cover. 3.13 <u>Grounding :</u> Suitable arrangement shall be provided for ear thing the motor at two separate and distinct connection points. Design of ear thing conductor shall be as per IS: 4722. 3.14 <u>Name plate :</u> The motor shall have a name plate indicating maker's name, type number, rated voltage, nominal current , speed and other salient information.				
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स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रसारण एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।					
दिनांक एवं हस्ताक्षर SIGN & DATE 20/11/08					
सामग्री सूची संख्या INVENTORY NO. P-5506	REV.NO. 01		निर्माणकर्ता WORKED BY SC	जांचकर्ता CHECKED BY BSR	6.2.08 6.2.08

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD		HW 7450000 / ST 47032 पृष्ठ का Page 4 of 11	
SUPERSEDES INVENTORY NO सामग्री सूची संख्या को अधिकारित करता है	3.15 <u>Starting condition :</u> a) The motor shall be capable to start at rated voltage + 10% even at full load without any operational problem, over stressing , overheating etc. b) Starting current shall be less than 6 times the rated current . c) The locked rotor withstand time under hot condition at rated voltage shall be at least 2-5 seconds more than the starting time . d) The motor shall be suitable for DOL starting even at 0% of the rated voltage.				
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स्वत्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कम्पनी के हित में हानिकारक हो न किया जाए।	4.0 <u>SIGNALLING & SWITCHING UNIT :</u> 4.1 Close torque switches shall provide total 2NO + 2NC contacts, with either two 1NO + 1NC switches or one 2NO + 2NC switch. 4.2 Open torque switches shall provide total ,2NO + 2NC contacts, with either two 1NO + 1NC switches or one 2NO + 2NC switch. 4.3 Any torque switch once operated shall not reset by itself until the valve stem travels backward. The torque switches shall have accuracy of +3% of the set value. 4.4 Limit switches shall provide total 8NO + 8NC contact with either four 2NO+ 2NC or eight 1NO + 1NC switches. All limit switches will be adjustable throughout full close to full open position.				
दिनांक एवं हस्ताक्षर SIGN & DATE 26/01/08					
सामग्री सूची संख्या INVENTORY NO P-5506	REV. NO. 01		निर्माणकर्ता WORKED BY SC		6.2.08
			जांचकर्ता CHECKED BY BSR		6.2.08

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD		HW 7450000 / ST 47032 पृष्ठ का Page 5 of 11	
सामग्री सूची संख्या को SUPERSEDES INVENTORY NO.	4.5 All switches shall be actuated by cam or disc roller counter mechanism. Mechanical life expectancy of the switches shall be at least 10 million switching cycles. Switching capacity of all switches shall be at least 5A at 240 V AC and 0.5 A at 220 V DC. All switches shall be snap action micro switch type. Limit switches and actuating mechanism shall be rust proof suitable for humid atmosphere and shall not cause any trouble during operation. Limit switch compartment shall be with IP66 enclosure and spacious enough for easy setting. 4.6 One local position indicator shall be provided. 4.7 For following valve tag nos., if they are included in the enquiry , Electronic Position Transmitter is to be offered. Tag nos. MAL11AA011, MAL12AA011, MAV41AA001 and MAX41AA041. EPT type : 2-wire , non- contact Transmitter power supply = 24 V DC Output signal = 4-20 mA DC Load = 600 ohms at 24V DC Accuracy = <1% 4.8 For clarity ,wiring diagram of the switching and signaling unit is shown in sheet 11. 4.9 The switching and signaling unit must be suitable for continuous environmental temperature ranging from -20 of to 70 °C. 4.10 All terminals shall be brought out to a terminal box of protection class IP-67. The suitable cable glands shall be fitted to the terminal box. Double compression type cable gland shall be provided. 4.11 All control wiring shall be done with 1100V grade HR PVC or TEFLON Insulated wire.				
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दिनांक SIGN & DATE 22/01/08					
सामग्री सूची संख्या INVENTORY NO. P-5508	REV. NO. 01		निर्माणकर्ता WORKED BY SC	जांचकर्ता CHECKED BY BSR	6.2.08 6.2.08

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक		HW 7450000 / ST 47032		
		PRODUCT STANDARD		पृष्ठ का Page 6 of 11		
सामग्री सूची संख्या को अधिकृत किया गया है	SUPERSEDES INVENTORY NO.	4.12 Internal wiring diagram shall be printed at the inner side of the cover. 4.13 The terminals shall be screw/screw type channel(rail) mounted lined up on terminals, each terminal a single piece mould 4.14 The terminals shall be of minimum 1100V grade. 4.15 All terminals shall be suitable for wire of any size between 0.5 sq.mm and 2.5 sq. mm. 4.16 1 no. 9 pin plug & socket connector to suit 4 pair x0.5 mm2 screened instrumentation cable (16 mm OD), suitably mounted in the terminal box. The signals covered shall be open/close commands, and open/close feedback and disturbance signals. 4.17 Additionally 1 no. 9 pin plug & socket connector to suit 4 pair x0.5 mm2 individual and overall shielding instrumentation cable (16 mm OD), suitably mounted in the terminal box for 4-20 mA position transmitter. 4.18 In cases where the position transmitter is not existing, the corresponding terminal stations will be left unused. 5.0 TEST & INSPECTION : 5.1 All routine and type test shall be carried out on the motor as per IS:325 IS:4722 or equivalent BS/DIN/IFC/VDE standards. The bidder shall mention in their offer the relevant standard. 5.2 Actuator shall be tested in accordance with IS:9334. 5.3 Full assembly i.e. the valve along with actuator and motor shall be tested for proper functioning vis-à-vis the relevant clauses of this specification 5.4 If desired by BHEL, the supplier shall provide BHEL inspector or BHEL's authorized representative all facilities to witness the tests.				
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दिनांक SIGN & DATE	दिनांक SIGN & DATE	REV. NO. 01				
सामग्री सूची संख्या INVENTORY NO. P-5506	निर्माणकर्ता WORKED BY SC	जांचकर्ता CHECKED BY BSR	6.2.08	6.2.08	6.2.08	

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD	HW 7450000 / ST 47032 पृष्ठ का Page 7 of 11			
सामग्री सूची संख्या को SUPERSEDES INVENTORY NO.		5.5 Calibration/accuracy check of position transmitter shall be done on Routine basis wherever position transmitter is provided. 5.6 Type test shall be carried out on degree of protection of actuator and reports of type tests shall be those conducted within last five years. 5.7 Setting of torque & limit switches along with HV & IR test on 01 electrical part of switch on routine basis.				
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हस्ताक्षर एवं दिनांक SIGN & DATE 						
सामग्री सूची संख्या INVENTORY NO. P-5506	REV. NO. 01		निर्माणकर्ता WORKED BY SC		6.2.08	
			जांचकर्ता CHECKED BY	BSR		6.2.08

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD		HW 7450000 / ST 47032	
				पृष्ठ का Page 8 of 11	
सामग्री सूची संख्या का SUPERSEDES INVENTORY NO.	7.0 <u>DOCUMENTS AND OTHER INFORMATION</u> 7.1 Any deviation in the offered product from any clause/sub clause above must be clearly mentioned by the bidder in their quotation. 7.2 Two copies of complete technical literature and dimensional drawings will be furnished along with the quotation. 7.3 Three copies of the technical data sheet as per Annexure 'A' must be furnished along with offer. 7.4 Six copies of technical literature , dimensioned drg. ,wiring diagram and data sheets for BHEL's approval. 7.5 Six copies of operation & maintenance manual for the actuator including Electronic position transmitter. 7.6 <u>CROSS REFERRED STANDARD:</u> IS:325, IS:4722,IS:2253,IS:4029,IS:3202,IEC:34-1 and IS:9334				
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स्वत्वाधिकार एवं गारपनाय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।					
दिनांक एवं हस्ताक्षर SIGN & DATE 					
सामग्री सूची संख्या INVENTORY NO. P-5506	REV. NO. 01		निर्माणकर्ता WORKED BY SC		6.2.08
			जांचकर्ता CHECKED BY BSR		6.2.08

निर्माण एवं इस्तेमाल SIGN & DATE				उत्पाद मानक PRODUCT STANDARD ANNEXURE 'A'		HW 7450000 / ST 47032	
सामग्री सूची संख्या INVENTORY NO.		SUPERSEDES INVENTORY NO.		पृष्ठ का Page 9 of 11			
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		PROJECT NAME : CUSTOMER DRG. NO. DATA SHEET OF ELECTRICAL ACTUATORS FOR THERMAL SETS APPLICATION:					
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।		1. TYPE OF DUTY : 2. Manufacturer of actuator : 3. Complete type no. : 4. Protection class of actuator : 5. Protection class of terminal box : 6. Adjustable tripping torque : 7. Max. torque in opening direction (without torque switch) (Nm) : 8. Shaft speed : 9. Shaft revolution per full stroke ; 10. No. of torque switches and no. of contacts in each switch : 11. No. of limit switches and no. of contacts in each switch : 12. Contact rating of the torque and limit switches at 240 V AC & 220 V DC : 13. Position transmitter included or not : a) TYPE 2 Wire , non contact type: b) input of position transmitter : c) output of position transmitter : d) Maximum permissible load : e) Accuracy of position transmitter:					
निर्माण एवं इस्तेमाल SIGN & DATE 20/10/08		REV. NO. 01		निर्माणकर्ता WORKED BY SC		6.2.08	
सामग्री सूची संख्या INVENTORY NO. P-5508				जांचकर्ता CHECKED BY BSR		6.2.08	

निर्माणक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक		HW 7450000 / ST 47032			
		PRODUCT STANDARD		पृष्ठ का Page 10 of 11			
सामग्री सूची संख्या का INVENTORY NO.	14. <u>Operating time (Open/Close time):</u> i) Starting current (415V AC) : j) Nom. output torque (Nm) : k) Starting torque (Nm) : 15. <u>MOTOR :</u> a) Maker's name : b) Complete type no. : c) Protection class : d) Rated voltage : e) Rated power (KW) : f) Nom. current (415V AC) : g) Efficiency : h) Power factor : i) Starting current (415V AC) : j) Nom. output torque (Nm) : k) Starting torque (Nm) : l) Type of enclosure : m) No of Thermostats provided : n) Ambient temp. range : o) Temp. rise : p) OLR value : q) Space heater power supply : 16: Wiring diagram no. of actuators indicating terminal box nos.:						
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रलेख एवं अप्रलेख रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	निर्माणक एवं हस्ताक्षर SIGN & DATE 26/10/08	सामग्री सूची संख्या INVENTORY NO. P-55506	REV. NO. 01	निर्माणकर्ता WORKED BY SC	जांचकर्ता CHECKED BY BSR	6.2.08

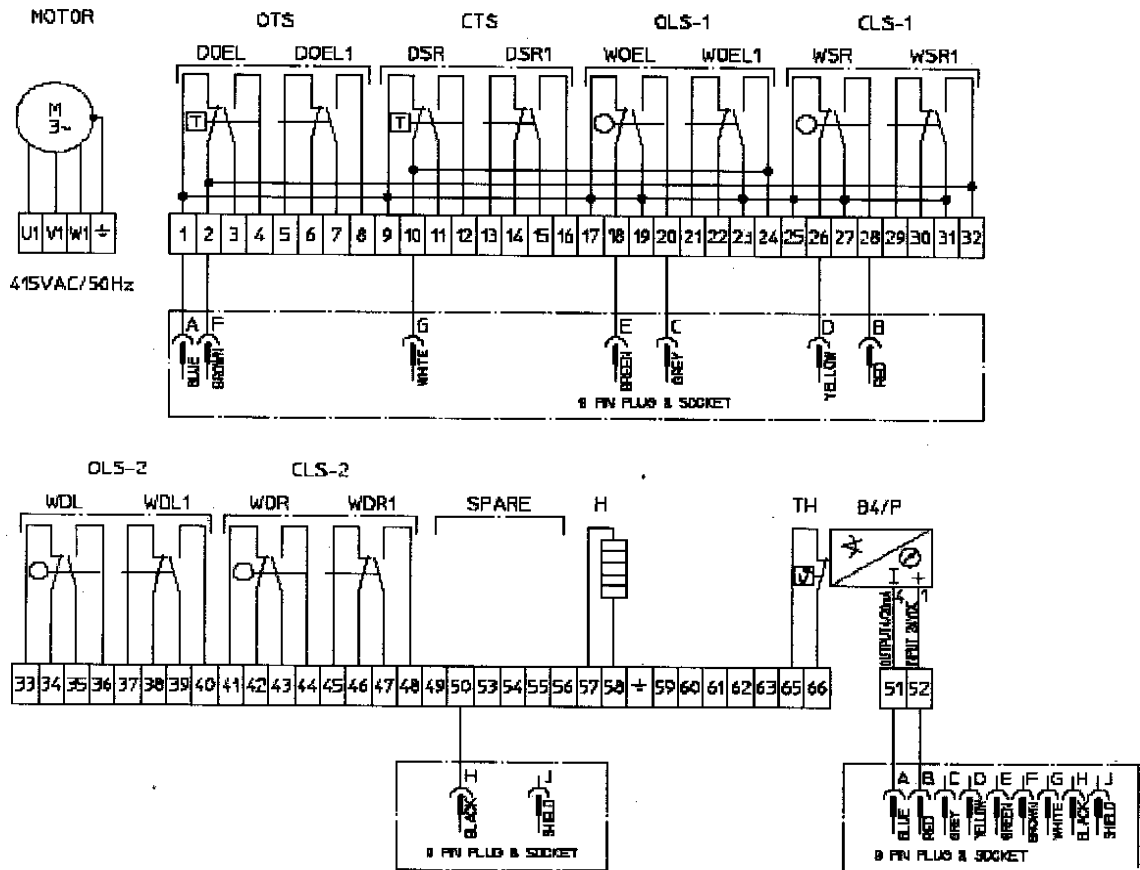


उत्पाद मानक

PRODUCT STANDARD

HW 7450000 /
ST 47032

पृष्ठ का
Page 11 of 11



Important Note:
Only for PELV-System permissible!
PELV = Protective Extra Low-Voltage!
refer to norm: EN 50178 and IEC 60204-1.

- LEGEND:**
- OTS -TORQUE SWITCH FOR C.C.W. ROTATION (OPEN)
 - CTS -TORQUE SWITCH FOR C.W. ROTATION (CLOSE)
 - OLS-1 -LIMIT SWITCHES FOR POSITION OPEN
 - OLS-2 -LIMIT SWITCHES FOR POSITION OPEN
 - CLS-1 -LIMIT SWITCHES FOR POSITION CLOSE
 - CLS-2 -LIMIT SWITCHES FOR POSITION CLOSE
 - H -HEATER (240VAC/50Hz)
 - TH -THERMOSTAT
 - B4 IWG/P - ELECTRONIC POSITION TRANSMITTER

Terminal plan shows the actuator in intermediate position, switches are not actuated.

REV. NO.
01

निर्माणकर्ता
WORKED BY

SC

6.2.08

जांचकर्ता
CHECKED BY

BSR

6.2.08

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS

ITEM NAME: ACTUATOR WITH INTEGRAL STEARTER FOR TCV , LIMIT SWITCH AND ELECTRONIC POSITION TRANSMITTER FOR 03 WAY TEMP CONTROL VALVE
PROJECT- 270 MW BHADRADRI

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of ACTUATOR WITH INTEGRAL STEARTER FOR TCV , LIMIT SWITCH AND ELECTRONIC POSITION TRANSMITTER as per requirement mentioned below:

Material Code & Item Description	PROJECT NAME	LOTWISE QTY	LOT WISE DELIVERY SCHEDULE
W90318102048 DRG: ST47032 REV:00 ACTUATOR WITH INTEGRAL STEARTE R FOR TCV SPEC: ST47032 REV: 01	BHADRADRI TPS U-1:270MW	02 NOS	30..03.2027
W90318102064 ELECTRONIC POSITION TRANSMITTER FOR 3 WAY TEMP CONTROL VALVE SPEC: ST47032 REV: 01	BHADRADRI TPS U-1:270MW	01 NO	30..03.2027
W90318102056 LIMIT SWITCHES ASSEMBLY FOR ACTUATOR TCV SPARES: 2 NOS OF EACH TYPE SPEC: ST47032 REV: 01	BHADRADRI TPS U-1:270MW	04 SETS	30..03.2027

2. Project Detail with consignee address:

Project Name	Consignee Address
BHADRADRI TPS U-1:270MW	ASSISTANT DIVISIONAL ENGINEER (ADE) STORES & SERVICES BTPS MANUGURU, DISTRICT KHAMMAM PIN – 507117 (TELANGANA)

- Item to be dispatched directly to consignee address.

3. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

Sl. No.	Terms	Description	Supplier confirmation
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1.	Documents Checklist	Please submit signed and stamped copy of your offer on each page along with following documents: - • Buyer Specific T&C. • Technical PQR & its supportive document. • Technical drawing & purchase specification. • Replica of price bid schedule without prices with part-I offer.	
2.	Compliance of GTC on GeM	General Terms and Conditions on GeM 4.0 (Version 1.29) Dated 25.03.2026 or its latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
3.	Pre-Qualification Requirements	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	Make in India Clause	For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT" As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry. For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.	
5.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
6.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date of opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity period of less than 180 days shall liable to be rejected. Please confirm.	
		The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be rejected. Please confirm.	
7.	Loading and unloading	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the vendor. Kindly note	
8.	Prices/Basis of Quotation	The offered prices of the items shall remain firm and fixed till the execution of the contract, kindly confirm.	
		Kindly confirm that your quote prices are inclusive of P&F, Freight & GST for Total quantity on GeM portal.	
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.	

		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in . Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.									
9.	Evaluation criteria	Evaluation shall be done on total landed cost up to BHEL Project Site.									
10.	Evaluation Currency	The evaluation currency for this tender shall be INR.									
11.	Payment terms:	Kindly confirm the following payment terms: - The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date) subject to submission of non-discrepant documents by the vendor, uploading of all documents on BHEL's SUVIDHA portal at the time of dispatch. <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days)</th></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> This is in supersession of 10 days' time as provided in Clause 12 of GeM GTC and also 45 days from CRAC as provided in the standard format of GeM Bid under Payment Timelines.	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
12.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
13.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
14.	Delivery Period	Please note that BHEL's Delivery requirements are mentioned in point no 1 of above. Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers. Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above. Accordingly, bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.									
15.	Technical Document/ Drawing approval conditions	Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt. Any comments on the documents shall be given by BHEL within 7 days of									

		submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document submission and approval shall not exceed 30 days for respective party. Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.	
16.	Technical requirement	Kindly confirm the following technical requirement; A.For item at sl. no.1, Bidder to offer ROTORK MAKE Actuator or equivalent with integral starter.The Actuator must be compatible & interchangeable with Actuator No-KLM30F10A, Sl. No.2B57240105, wiring diagram BB97Z50JP3 ,18 RPM WT IP68. B For item at sl. no.2, Vendor to offer Electronic position transmitter (EPT) that should be compatible and interchangeable with EPT mounted in ROTORK MAKE Actuator mentioned at sl. no. 2. C For item at sl. no.3, Vendor to offer LIMIT SWITCHES ASSEMBLY for ACTUATOR TCV : 2 NOS OF EACH TYPE (2 NO+ 2 NC) that should be compatible and interchangeable with Limit switch Assembly mounted in ROTORK MAKE Actuator mentioned at sl. no. 2. D.Mandatory spare should be properly packed in wooden box with steel strips in green color and proper labelling like item description, P.O., make, project, etc. along with"Mandatory spare" marked on the box. E. Vendor to provide "Certificate of Interchangibility" of the offered items with their respective items of required Make and Model for each item covered in the indent.	
17.	Liquidated Damages (LD) for late delivery	Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.29) as under: kindly confirm. "If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever". The date of LR would be treated as the date of delivery for penalty purposes.	
18.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC. MDCC shall be issued within 7 days of receipt of complete quality documents / TCs.	

		In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remain same & binding. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard. Kindly confirm.	
19.	BREACH OF CONTRACT, REMEDIES AND TERMINATION	The following shall amount to breach of contract: I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note-Once BHEL considers that a breach of contract has occurred on the part of	

	Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract. Remedies in case of Breach of Contract. i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor. v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required	
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		to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.	
20.	Suspension of Business Dealings with Suppliers / Contractors	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	
21.	Settlement of Dispute, CONCILIATION & ARBITRATION:	Settlement of Dispute If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause. CONCILIATION:	

		Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified. ARBITRATION: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.	
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		The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.									
22.	Action against Bidders / vendor / supplier / contractor in case of default:	In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"									
23.	MICRO AND SMALL ENTERPRISES (MSE):	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table border="1"> <tr> <td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST & Women Owned)</td></tr> <tr> <td>Micro</td><td></td><td></td><td></td></tr> </table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)								
Micro											

		Small					
		Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dated 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.					
24.	Payments for MSE suppliers	In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.					
25.	JURISDICTION:	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.					
26.	Force Majeure	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless					

		caused by Force Majeure event) and (c) economic hardship. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure	
27.	Cartel Formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
28.	Order of Precedence:	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: - Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. - Buyer Added Bid Specific ATC - GeM Bid Technical Conditions of Contract (TCC) - GeM GTC	
29.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: - they have controlling partner (s) in common; or - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or - they have the same legal representative/agent for purposes of this bid; or - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more	

		than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, · or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. " The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.	
30.	Guarantee/Warranty clause	Kindly confirm the following Guarantee/Warranty clause; • The supplier shall guarantee trouble free operation of the equipment for a period of 12 months from the date of dispatch . In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL. BHEL reserve the rights to reject the offers having lesser guarantee period as mentioned above.	
31.	Order Acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you.	
32.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the event of ordering.	
33.	Dispatch documents	Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose: • Guarantee/Warranty Certificates • E- Invoice and commercial inv • GeM invoice • E-WAYBILL PART-B • Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy) • Packing list • Original GST compliance certificate • MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL	

		Project site)	
34.	Submission of bills on BHEL SUVIDHA portal	Kindly ensure to necessarily upload the dispatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ , prior to dispatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal. PI note that bill will be registered & processed only after uploading dispatch documents on BHEL SuVIDHA portal.	
35.	HSN code	Kindly inform the HSN code under which supplier is proposed to sell the item.	
36.	Additional Conditions for Assessment	BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR). BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	
37.	Quality Requirement	Kindly confirm to provide TESTING AND CERTIFICATION FROM OEM as per ordering documents.	
36.	IP Address	The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.	

SPECIAL NOTE FOR BIDDERS:

- a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- b. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- c. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- e. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
- h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender.

ANNEXURE – 12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ... | |

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

** - Strike out whichever is not applicable.

Note:

ANNEXURE- 3**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:
Place: