

Terms and conditions Item name: BVMS (Blade Vibration Monitoring Systems) for 800MW STPP

Project Name: Singrauli (Main supply and their mandatory spare) Project.

A. SCOPE OF ENQUIRY

E-bids are invited from bidders for the supply of **BVMS** – Singrauli U-1&2 and their mandatory spare Project as per requirement mentioned below:

S. N.	Project Name	Item Description	Total Requirements	Site Requirement
1.	Singrauli (Main supply and their mandatory spare) Project.	W90318118157 On Line Blade Vibration Monitoring Systems for 800MW STPP (Comprising Sensors, Data Acquisition unit, Monitor, Software, all types of special Cables, Hardware for Network, Accessories As Per Spec ST51027 Rev 00	2 ST	05.09.2026 & 05.01.2027
2.		W99318118031 Mandatory Spare (800MW STPP) As Per Drawing 418150G9001 & Spec ST51027 Rev 00	1 ST	05.03.2028
3.		W90318118149 Supervision for installation & commissioning of BVMS system including calibration service as per spec- ST51027 Rev 00 & Drg. 418050G9001 Rev-00	2 Nos	05.09.2026 & 05.01.2027

Note: - Bidder to note that cable tray distance from Turbine deck to Control room is 200m for each unit. Accordingly, Bidder is requested to include this length of BVMS cable in their offer.

- 1. Eligibility to bid under /make in India** -This tender is only for class 1 and class -2 local supplier under PPP/MII guideline.

Offer received from bidders other than class1 and class-2 shall not be considered.

2. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance **Bank Guarantee of 5.0% of the contract Value (Excluding Taxes)**. The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

2.1 Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

V. Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

2.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details along with offer. EMD is exempted as per para no. 3.2 of this ATC.

Details	Amount In INR	Type
EMD	INR 6,00,000/- (Six lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.2: Exemption of EMD

Following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid **Udyam Registration** and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through **Udyam Registration** website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- b. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

- d. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- e. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- f. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- g. Central / State PSUs.
- h. Offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.

3.3: Forfeiture of EMD:

- a. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- d. Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 10% of contract value (excluding taxes) from contractor / Supplier.
- e. EMD/PBG/PS shall not carry any interest.

B. Buyer Specific Special Terms and Conditions:

S. N.	Terms	Description	Your confirmation
1.	Basis of quotation:	The item is required for For Singrauli U-1&2 and their mandatory spare Project . Prices are to be quoted on FOR Destination basis . Kindly confirm that price has been quoted on FOR site basis i.e. including all taxes, duties, local levies/ transportation / loading & unloading charges, packing & forwarding charges etc. (except insurance charges)	
2.	Transit Insurance:	The Transit Insurance will be arranged by BHEL. Please submit your offer keeping this in view.	
3.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening.	
4.	Technical Requirements:	Please quote your valuable offer as per BHEL Spec-ST51027 Rev 00 & Drg. 418050G9001 Rev-00 (copy enclosed).	
		Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
5.	Evaluation criteria:	All material codes to be procure from single sources. Hence Evaluation of tender shall be done on Total landed cost up to BHEL project site on cumulative basis (combining all the items).	
6.	Technical Document/ Drawing approval conditions	<p>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.</p> <p>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</p>	

		<p>comments. However, total time for Document approval submission and approval shall not exceed 30 days for respective party.</p> <p>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 rescheduled 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.</p>									
7.	MDCC (Material dispatch clearance certificate) Clause:	<p>Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs as per QAP) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects.</p> <p>Any delay in submission of complete reports (i.e. TCs as per QAP & IR) will be to vendors account. Material shall be dispatched within 7 days of issuing dispatch clearance by BHEL.</p>									
8.	Quality requirement	<p>For Singrauli U-1&2and their mandatory spare Project.</p> <p>For Indigenous Vendor: -</p> <ol style="list-style-type: none"> 1. Vendor to submit QAP for BHEL approval in enclosed BHEL format. 2. Kindly confirm to follow BHEL approved QAP. 3. Kindly confirm that inspection of material would be done by BHEL/BHEL nominated inspection agency as per BHEL approved QAP. 4. Price bid of only customer approved vendors shall be opened. <p>At least 15 days' advance time should be given to inspection agency for carrying out inspection of material at your works w.r.t. PO delivery date. Any delay in delivery due to this reason would be to supplier account.</p>									
9.	Installation and Commissioning at site:	<p>Installation and commissioning of the equipment as per clause no. 11 of Technical Specification ST51027 Rev.00 & drawing no. 418150G9001 Rev 00. shall be carried out by vendor. Kindly confirm and quote accordingly.</p> <p>Kindly confirm that Lump sum Commissioning charges (inclusive of all and irrespective of no. of Man days, visits, Fooding, Boarding, (To & fro) Travelling, accommodations, Lodging, Visa...etc.) have been quoted separately in your offer.</p> <p>Maximum/Upper limit for commissioning charges should not be 2% of total contract value (material cost).</p> <p>Pls. note that for supervision during commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor. After receipt of checklist from BHEL, the vendor will send the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor</p>									
10.	Payment Terms:	<p>B. For Material: 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).</p> <table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days from Material receipt at site)</th> </tr> </thead> <tbody> <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> </tbody> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p>B. For Commissioning: 100% payment after receipt of successful commissioning report from project site and invoice direct to BHEL.</p>	Type of Bidder	Payment Terms (Number of Days from Material receipt at site)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
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11.	Guarantee/ Warranty Clause:	<p>Equipment shall be Guaranteed for a minimum period of 18 months from the actual delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>Kindly note that supplier not meeting above mentioned Guarantee/Warranty clause are liable for rejection.</p>																					
12.	Delivery:	<p>Kindly quote your delivery period in no. of weeks/months from the date of issue of purchase order/approved Drawing/manufacturing clearance/schedule delivery mentioned in PO whichever is later.</p> <p>Please note that BHEL's delivery requirements is as mentioned below:</p> <table border="1" data-bbox="425 572 1237 889"> <thead> <tr> <th>S. N.</th><th>Project Name</th><th>Item Description</th><th>Total Requirements</th><th>Site Requirement</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Singrauli (Main supply and their mandatory spare) Project.</td><td>W90318118157</td><td>2 ST</td><td>05.09.2026 & 05.01.2027</td></tr> <tr> <td>2.</td><td></td><td>W99318118031</td><td>1 ST</td><td>05.03.2028</td></tr> <tr> <td>3.</td><td></td><td>W90318118149</td><td>2 Nos</td><td>05.09.2026 & 05.01.2027</td></tr> </tbody> </table> <p>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.</p> <p>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.,</p>	S. N.	Project Name	Item Description	Total Requirements	Site Requirement	1.	Singrauli (Main supply and their mandatory spare) Project.	W90318118157	2 ST	05.09.2026 & 05.01.2027	2.		W99318118031	1 ST	05.03.2028	3.		W90318118149	2 Nos	05.09.2026 & 05.01.2027	
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13.	Documents Submissions:	<p>Confirm that all the documents/test certificates shall be provided as per BHEL spec-ST51027 Rev 00 & Drg. 418050G9001 Rev-00</p> <p>Kindly confirm that quoted offer by you complies to all technical requirements as given in tender documents and you have submitted all documents to BHEL as per tender specifications and drawings without any deviations</p>																					
14.	Manufacturing clearance	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.																					
15.	Operation & Maintenance Manual:	Kindly confirm Operation and Maintenance Manual will be provided along with the equipment.																					
16.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.																					
17.	Breach of contract	<p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> 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. 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. The Supplier/Vendor delivers equipment/ material not of the contracted quality. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. 																					

	<p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>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.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>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.</p> <p>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.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethiAS of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>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.</p> <p>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</p> <p>Remedies in case of Breach of Contract:</p> <ul style="list-style-type: none"> i) Wherein the period as stipulated in the notice issued as mentioned above 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 as mentioned 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: <ul style="list-style-type: none"> 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. 	
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		<p>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 to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>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.</p> <p>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:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(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.</p>													
18.	Ship to Address	For Singraulii ST-III U-1&2 Project: - CGM Projects Singrauli Super Thermal Power Project Stage-III 2X800 MW P.O Shakti Nagar, DIST-Sonbhadra													
19.	Micro and Small Enterprises (MSE):	<p>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</p> <table border="1"> <thead> <tr> <th>Type Under MSE</th> <th>SC/ST Owned</th> <th>Women owned</th> <th>Others (excluding SC/ST & Women owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>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 dtd. 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 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.</p>	Type Under MSE	SC/ST Owned	Women owned	Others (excluding SC/ST & Women owned)	Micro				Small				
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Micro															
Small															
20.	Liquidated Damage:	Please accept LD as per clause 9 of GISTC For Indian Bidders (Version Aug-2025, Rev: 09).													
21.	Preference to Make In India:	Please accept as per clause 28 of GISTC For Indian Bidders (Version Aug-2025, Rev: 09).													
22.	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 Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) 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 Clause 24.1.	
23.	Conciliation:	<p>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).</p> <p>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.</p>	
24.	Arbitration:	<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 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 (to be identified by the contract issuing agency (e.g. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>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.</p> <p>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.....(to 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.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p>	

	<p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Haridwar.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 21.2.9. 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.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>	
25.	<p>Jurisdiction: The Court(s) situated at Haridwar shall have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p>Governing Laws: The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
26.	<p>Force Majeure: 1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> 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, <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. 	

		<p>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>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.</p> <p>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii. Epidemic, pandemic etc.</p> <p>2 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.</p> <p>3 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.</p> <p>4 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.</p> <p>5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>v) Constitute a default or breach of the Contract.</p> <p>vi) 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.</p> <p>6 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.</p>	
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.	Fraud Prevention Policy:	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
29.	Suspension of Business Dealings with Suppliers / Contractors:	<p>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.</p> <p>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 /</p>	

		<p>or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p> <p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1"> <tr> <td>Manoj Kumar Singh/Sr Engr (PPX-BOI) Email id : manoj-s@bhel.in Ph no : 01334-281685</td><td>Vibhuti Paliwal/Manager (PPX-BOI) Email id: pkatheria@bhel.in Ph no : 01334-281685</td></tr> </table>	Manoj Kumar Singh/Sr Engr (PPX-BOI) Email id : manoj-s@bhel.in Ph no : 01334-281685	Vibhuti Paliwal/Manager (PPX-BOI) Email id: pkatheria@bhel.in Ph no : 01334-281685											
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30.		<p>Note :</p> <ol style="list-style-type: none"> 1. 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. 2. 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. Any deviation from the conditions specified in Techno-Commercial Terms and Conditions - Annexure-A, will lead to rejection of offer. 3. 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. 4. 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. 5. 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. 6. 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. 													
31.	Conflict of interest	As per clause 2 of GISTC For Indian Bidders (Version Aug-2025, Rev: 09).													
32.	Firm & Fixed prices:	Kindly confirm that prices will remain firm and fixed during the entire validity and execution of the project.													
33.	Integrity Pact:	<p>(a).IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>SI</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b).The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of</p>	SI	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in													

		the above IEM(s). All correspondence with the IEMs shall be done through email only.	
34.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
		Confirm that Approx. Weight & Volume of the packages has been mentioned in techno-Commercial Offer (Part-1).	
		Kindly confirm no technical deviation taken in submitted offer with respect to requirements mentioned in spec-ST51027 Rev 00 & Drg. 418050G9001 Rev-00 (copy enclosed).	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specification/requirement/scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
37.	Special Instruction for Sigrauli U-1&2 project: -	<ol style="list-style-type: none"> 1. BVMS is required for 800 mw turbine, with two numbers dual flow LP turbines. 2. Bidder to offer system for monitoring blade vibrations on both sides in each LP turbine for last stage (L-0) only. This means one LP turbine includes 2 nos. of L0 stage. 3. Scope of supply shall be as per Spec ST 51027 Rev-00. 4. Scope of supply of mandatory spare shall be as per DOC 418150G9001. 5. Bidder to list the items required and offer separately for each item. However same should be grouped under items SL No 1,2 &3 of mentioned in above Table (Clause-Scope of Enquiry). 6. Items shall be dispatched in suitable "wooden boxes with multiple steel strips around, which can withstand transit movement, local environment and moisture/ water. 7. All Mandatory spares items against material code W99318118031 should be packed separately with proper labelling like item, Description PO No etc in separate green colour painted wooden boxes." MANDATORY SPARES" should be mentioned on box. 8. Packing list should be pasted on each boxes of main and mandatory spares. 9. Cable tray distance from turbine deck to control room is 200 meter from unit accordingly bidder is requested to include this length of bms cable in their offer 	

SPECIAL NOTE FOR BIDDERS:

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 consider of acceptance) are to be uploaded along with offer on e-procurement portal.

1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions in addition to GTC (Annexure-A)" and its clause wise supporting documents where required.
2. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
3. Please submit signed & stamped copy (each page) of **GISTC For Indian Bidders (Version Aug-2025, Rev: 09)**.
4. Please submit signed & stamped copy (each page) of BHEL Technical specification no. BHEL spec-ST51027 Rev 00 & Drg. 418050G9001 Rev-00.

(Signature and seal of supplier)

