



BHEL
Tenders

Government eProcurement System

Tender Details

Date : 03-Jan-2026 04:19 PM



Basic Details

Organisation Chain	Bharat Heavy Electricals Limited PEM - Noida Core Material Management Common CMM		
Tender Reference Number	77/25/6253/AAN		
Tender ID	2026_BHEL_56687_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	NIT
2	Finance	.xls	Price Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM for 2X660MW TALCHER TPS				
Work Description	STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM for 2X660MW TALCHER TPS				
Pre Qualification Details	as per NIT				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	210
Location	2X660MW TALCHER TPS Site	Pincode	759101	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	online
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	03-Jan-2026 05:00 PM	Bid Opening Date	13-Jan-2026 04:00 PM
Document Download / Sale Start Date	03-Jan-2026 05:00 PM	Document Download / Sale End Date	13-Jan-2026 12:00 PM
Clarification Start Date	03-Jan-2026 05:00 PM	Clarification End Date	07-Jan-2026 12:00 PM

Bid Submission Start Date	03-Jan-2026 05:00 PM	Bid Submission End Date	13-Jan-2026 12:00 PM
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Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	4462.98	
	2	Tendernotice_2.pdf	Technical Specification	6637.15	
	3	Tendernotice_3.pdf	PQR	590.45	
	4	Tendernotice_4.pdf	SCC_Insurance Policy	3224.60	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Other Document	PriceFormatTalcherStorageTank.xls	Price Bid	62.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	anirudh@bhel.in	ANIRUDH .	ANIRUDH
2.	sanjeev_k@bhel.in	SANJEEV KUMAR	SANJEEV KUMAR
3.	aanchalchoudhary@bhel.in	AANCHAL CHOUDHARY	AANCHAL CHOUDHARY
4.	shwetalladdha@bhel.in	SHWETA LADDHA	SHWETA LADDHA

GeMARPTS Details

GeMARPTS ID	HA66Q790E0U6
Description	not matching requirement
Report Initiated On	23-Dec-2025
Valid Until	22-Jan-2026

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Aanchal Choudhary
Address	BHEL Sadan, Noida

Tender Creator Details

Created By	AANCHAL CHOUDHARY
Designation	DY.MANAGER
Created Date	03-Jan-2026 04:06 PM



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6253/AAN

Date-3-Jan-26

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT	
2. Tender Type	Open Tender (Domestic-Indian)	
3. Project	2X660MW TALCHER TPS	
4. End Customer	NTPC	
5. Executing Agency	BHEL-PSWR	
6. Package	STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM	
7. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
8. Due Date & Time for Offer Submission	13/01/2026	12:00 IST
9. Opening of Part I bid	13/01/2026	16:00 IST
10. Earnest Money Deposit (EMD)	NA	
11. Tender Cost	Nil	
12. Customer Approval Required	No	
13. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)	
14. Technical Scope	As per Technical specification No: PE-TS-497-154-13000-A001	
15. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
16. CIF Content	NIL	CIF Value: NIL
17. Integrity Pact Applicability -	NO	
18. Last Date for Seeking Clarification	07/01/2026 Bidders may seek clarifications to the prescribed clauses and / or different part of the Tender Specifications. Such a request for clarifications, if any, should reach the Purchaser on or before the due date mentioned above. In case of non-receipt of any clarifications within the date specified above, it will be presumed that there are no queries/ clarifications and BHEL will be under no obligation to reply to queries/clarifications raised after the date.	
19. Schedule of Pre-Bid Discussion	Shall be decided on the basis of receipt of pre-bid queries	
20. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
21. Delivery terms for Supply	FOR Despatch Station	
22. Delivery Schedule:	The delivery schedule for this package is as below	
i. Design and engineering	Drawing/ documents submission and re-submission shall be as per Technical Specification PE-TS-497-154-13000-A001, pg-9 of 24. BHEL will furnish comment/approval within 10 days.	
ii. Main Supply	4 months from the date of LOA.	
23. PVC (Price Variation Clause) shall not be applicable.		
24. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR. In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.		



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In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

25. Payment terms

(A) Design & Engineering Charges	As per clause no.9.4 of GCTC of GCC-BOP Rev 00. However, for the payment purpose bidder to note that 50% of Design & Engineering charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Payment against Design & Engineering shall be released after submission of additional bank guarantee/performance security of equivalent amount which shall be valid till completion of main supply.
(B) Main Supply	As per clause no.9.2 of GCTC of GCC-BOP Rev 00.

26. Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as-

Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as mentioned in clause no 9.5 GCTC of GCC BOP Rev-00:

- i. 90 days for non MSME as per MSMED Act
- ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

27. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Bidders to note that the elimination of the bids in RA shall be as per RA guidelines.

RA shall be done at Evaluation cost as mentioned above at Clause No. 24 of NIT.

However, separate price break up may be submitted by the L1 bidder (after RA) in case of any further price reduction.

In case of single qualified bid, price bid of single qualified bidder shall be opened.

28. Performance Security (PS)	PS applicability	Applicable
	I	Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
		OR
	II	5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Supply based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.



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	Validity of PS	As per GCC BOP Rev-00
	Modes of deposit	<p>Performance security may be furnished in the following forms:</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>c) 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).</p> <p>d) 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).</p> <p>e) Insurance Surety Bond.</p> <p>(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)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA 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.</p>
	Remarks for PS	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security shall be refunded to the contractor without interest, after he 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.</p> <p>c) Performance Security should be in favour of BHEL-PSWR in place of PEM as per GCC -BOP Rev-00.</p> <p>The Performance Security shall not carry any interest.</p>



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29. Breach of contract, Remedies and Termination	<p>Clause no. 27.00 of GCTC of GCC BOP is not applicable. In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued.</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract.</p>
<p>30. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.</p> <p>Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com) and the SCC of the project.</p>	
<p>31. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.</p> <p><i>Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.</i></p>	
<p>32. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.</p>	
<p>33. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.</p>	
<p>34. Construction Power, Construction Water, Storage space- As per clause no 24 of SCC of the project as enclosed.</p>	
<p>35. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.</p>	
<p>36. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.</p>	
<p>37. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.</p>	



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38. **Insurance:** Insurance of the package shall be in BHEL scope. However, suppliers to take note of deductibles/ excess as per enclosed insurance policy while submitting their offer.
39. Bidders are requested to refer clause no 26.0 of GCC BOP Rev 00. Make in India. For this procurement, the local content to categorise a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.
- The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 Local Suppliers** (meeting minimum 60% local content requirement) shall be considered. Bidders are required to provide the following along with the part-1 bid:
- Provide a self-certified certificate (in line with attached draft) giving the percentage of local content.
 - Provide the details of the location(s) at which the local value addition shall be made.
40. **Purchase preference** would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.
All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.
41. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
42. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
43. All bidders to declare 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.
44. At Sl.no. 17 of ITB of GCC BOP Rev.00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"
45. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.
46. **Conciliation and Arbitration:** Refer Annexure- Conciliation and Arbitration attached to NIT.
47. **Grievance Redressal Mechanism:** To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:
1.First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.



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NOTICE INVITING TENDER (NIT)

2.Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

48. Bidder to note that this is an Open Tender (Indian) enquiry & consideration of their offer for price bid/RA shall be subjected to the following conditions:

- a. Qualifying Technical & Financial Pre-Qualification Requirement.
- b. Techno-commercial acceptance of offer by BHEL-PEM.

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at pem.bhel.com- Supplier Section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

49. Taxes and duties shall be as per GCC-BOP Rev 00. GST shall be payable extra at actual.

50. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

- Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Checklist
- Offer forwarding/ covering letter
- Local Content Certificate in line with Make in India circular.
- Land Border Certificate.
- Udyam certificate for MSME, along with detailed format.
- Documents required for meeting Technical & Financial PQRs
- Un-price bid
- Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation) and
- Price bid in e-procurement portal.
- Declaration regarding conflict of interest.

51. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Aanchal Choudhary / Mgr- BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PS-PEM,
BHEL Sadan,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: aanchalchoudhary@bhel.in
Mob-9999618864

Upendra Chaudhary / DGM- BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PS-PEM,
BHEL Sadan,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: upendrachaudhary@bhel.in

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Aanchal Choudhary
Manager/ BOP/ PEM Noida

Enclosures: -

- (1) SCC of the Project
- (2) Financial PQR
- (3) Technical Specifications
- (4) Technical PQR
- (5) Draft formats for BOP Tenders
- (6) Cost of withdrawal of deviation(s) as per annexure II of GCC-BOP
- (7) Insurance Policy
- (8) Checklist

Annexure- Conciliation and Arbitration to NIT

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

- i. 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 i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. 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.
- iii. 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 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.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- Conciliation and Arbitration to NIT

- vi. 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 Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. 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.
- viii. The 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.
- ix. 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.
- x. 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 above clause. 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.



CHECKLIST FOR BIDDERS



DOC. NO. PE-CL-BOP-001

DATED:/....../.....

Project:	
Package:	
Enquiry No:	
Bidder :	M/s

CHECK LIST OF DOCUMENTS FOR OFFER SUBMISSION

SL NO	CHECKPOINTS	PAGE NO.	CHECKED
1	Offer forwarding/ covering letter.		
2	Documents for meeting Technical PQR.		
3	Documents for meeting financial PQR.		
3.a	Financials, Audit Report bearing UDIN No. of 3 years.		
4	Local Content Certificate in line with Make in India circular.(self certified/CA certified, as applicable).		
4.a	Extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year, in reference to above.		
5	Land Border Certificate.		
6	Udyam certificate for MSME.		
6.a	MSME declaration format.		
7	Vendor Credentials as per format.		
8	Integrity Pact, If applicable.		
9	Un-priced Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation).		
10	Declaration regarding conflict of interest.		
11	Un-price bid.		
12	Freight % as quoted in the price-bid.		
13	GeM Seller ID.		
14	Price bid in e-procurement portal.		
15	EMD details, if applicable.		
16	Any other, if applicable.		
17			
18			
19			
20			

Note: This checklist will be the first page of the offer. Please write the page number and tick the box against the checkpoints, if the same have been attached in the offer.

Particulars of bidder / authorised representative

Name	Designation	Sign	Company Seal

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

Format for Local Content Certificate as per MII order

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%. Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Proforma of Insurance Surety Bond towards Security Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,
Power Sector xxxxxxxxx Region,
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at **...xxxxxxxxxx...** (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No. **...xxxxxxxxxx...** dated **...dd/mm/yyyy...** and the same having been unequivocally accepted by the contractor, valued at **Rs. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to **...% (percent)** of the said value of the Contract to the Employer amounting **Rs. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... Only).**

We **...[Name & Address of the Insurer]...** having its Head Office at **...xxxxxxxxxx...** (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of **Rs ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The

Proforma of Insurance Surety Bond towards Security Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.xxxxxxxxxx... (Rupeesxxxxxxxxxx... Only)** and it shall remain in force up to and including **...dd/mm/yyyy... [#]** and shall be extended from time to time for such period, as may be desired by **M/s ...(Contractor's name)...** on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

WITNESS :

- | | |
|-------------------------|-----------------------------------|
| 1. | |
| (Signature) | (Signature) |
| | |
| (Name) | (Name) |
| | |
| (Official Address) | (Designation with Insurer Stamp) |
| | Authorised Vide Power of Attorney |
| | No..... |
| | Date..... |
| 2.(Signature) | |
|(Name) | |
|(Official Address) | |

Notes:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

To be given on Letter head of Bidder

Mandatory declaration by Micro and Small Enterprise (MSE) bidders

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

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.

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 in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

To be given on Letter head of Bidder

Mandatory declaration by bidders regarding conflict of interest

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

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.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

ANNEXURE-VII DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:- 2X660 MW TALCHER THERMAL POWER PROJECT STAGE-III									
PACKAGE :- STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM									
TECHNICAL SPECIFICATION: PE-TS-497-154-13000-A001									
NAME OF THE BIDDER M/s									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of BOP GCC, Rev-00 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.
14. In case of NIL deviation, write "NIL" for both tech and commercial deviation and submit along with part-1.

Unpriced Bid Format

SUGGESTED PRICE FORMAT

Doc No: PE-PF-497-154-13000-A001

Rev No: 0

Date of issue :

NAME OF PROJECT:				2X660 MW TALCHER THERMAL POWER PROJECT STAGE-III					
NAME OF PACKAGE:				STORAGE TANKS FOR CHLORINE DIOXIDE DOSING SYSTEM					
TECHNICAL SPECIFICATION:				PE-TS-497-154-13000-A001					
Name of the Bidder :				M/s					
				Supply			Service		Total
S. No.	DESCRIPTION	UNIT	QTY	AMOUNT (Ex-Works)	Freight %	Freight Amount	Unit Service	Total Service	Total FOR Price Including Freight and Excluding GST
1.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. Preparation and submission of drawing/ documents including " As Built " drawings) , engineering , manufacture, fabrication, assembly, inspection, testing at vendor's works, painting, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1	₹ -		NA			₹ -
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.								
2.1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. Preparation and submission of drawing/ documents including " As Built " drawings), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's works, painting, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1			₹ -	NA		₹ -
2.2	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for DESIGN & ENGINEERING PART for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Set	1		NA			₹ -	₹ -

Note:

- 1.) GST shall be extra as per actual.
- 2.) Bidder to quote the Prices in 'figures'. Only yellow highlighted cells to be filled.
- 3.) Engineering design charges (Not more than 2% of supply price) (quoted against SI no 2.2) shall be payable to successful bidder as per GCC terms and conditions on approval of all engineering documents as per drawing list included in technical specification.

Particulars of bidder / authorised representative

Name	Designation	Signature		Company Seal