



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

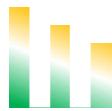
Enquiry No-77/26/6107/AAN

Date: 6-Aug-26

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	AIR CONDITIOINING SYSTEM		
3. Projects	1 X 800 MW HPGCL YAMUNANAGAR STPP		
4. Executing Agency	BHEL-PSNR		
5. End Customer	HPGCL		
6. Mode of Enquiry	E - PROCUREMENT		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	17-Aug-26	12:00 PM
	For P-1 bid opening	17-Aug-26	04:00 PM
9. Earnest Money Deposit (EMD) (Refer S.no- 27 for details)	Applicable	EMD Amount (Rs)	40,00,000/-
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII (Refer S.no- 35 for details)	Nature of Package: Non - Divisible Only Class I Supplier (with local content 60% and above)		
12. Technical Scope	As per Technical specification No: PE-TS-510-553-A001		
13. Pre-bid Clarification	Last Date for Seeking Clarification	12-Aug-26	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
14. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
15. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
16. CIF Content	Not Available		

17. Mode of Price Finalisation	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. In case of single qualified bid, price bid of single qualified bidder shall be opened.
18. HSE Guidelines	Applicable. Please refer the below link to download https://pem.bhel.com/Documents/GCC/HSE%20Plan%20Rev02.pdf
19. Delivery Schedule	Design & Engineering: 6 months from date of LOA. Drawing/documents submission/ resubmission schedule shall be as per Technical specification. Delay (if any) in BHEL's comment/approval beyond 18 days shall be in BHEL's account and will also be considered for delay analysis. Main Supply (along with commissioning spares): - 16 months from the date of LOA. Drawing/ documents submission and re-submission shall be Technical Specification. E&C: - 24 month from date of LOA or 7 months from the date of front clearance, whichever is later. For PVC purpose, delivery period shall be 24 months. Mandatory Spares: - 06 months from manufacturing clearance. O&M Services- Personnel for O&M Services shall be deputed within 10 days of intimation.
20. Delivery terms	FOR Despatch Station for supply
21. Payment Terms	Design & Engineering: 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 of equivalent amount which shall be valid till completion of main supply. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply. Main Supply: As per clause no-9.2.1 of GCTC of GCC BOP Rev-00. E&C: As per clause no-9.3 of GCTC of GCC BOP Rev-00. Mandatory Spares: As per clause no-9.1.1 of GCTC of GCC BOP Rev-00. O&M Services: As per clause no-9.4 of GCTC of GCC BOP Rev-00. Note: 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 per clause no 9.6.2 – 9.6.5: a. 90 days for non MSME as per MSMED Act b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act." Important Note for MSME Bidders- In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, Mlxchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."
22. Guarantee Period	Guarantee shall be as per clause no -12.0 of GCTC of GCC BOP Rev-00
23. Price Basis	PVC Applicable, (Price Variation Clause) shall be applicable as per enclosed PVC Annexure.
24. Variation of contract value as per clause no 6.0 of ITB of BOP GCC.	+/-30% (Refer Annexure-XIII of GCC BOP Rev-00)
25. Integrity Pact Applicability - Yes	In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL. a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in) b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in) c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)
26. 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. 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.
27.	Earnest Money Deposit (EMD): EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Modes of deposit The EMD shall be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening): https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer). iii) Fixed Deposit Receipt (FDR) iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT) v) Insurance Surety Bonds. Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date. Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. EMD shall not carry any interest. Forfeiture of EMD: - I. 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. II. 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 (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines. Return of EMD: - I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation. II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.
28.	Performance Security: Clause no. 11 (excluding notes) of GCTC of GCC-BOP regarding CPBG is not applicable. Successful bidder is required to submit Performance Security to respective executing agencies as below within 14 days from the date of LOA: 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 E&C 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 E&C 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.

Validity of PS: Validity of PS: As per GCC BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.

Modes of deposit: Performance security may 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).
- 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).
- 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)

Performance Security 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.

Notes/Remarks

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- Performance security should 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.

The Performance Security shall not carry any interest.

29. **Breach of contract, Remedies and Termination** - Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

- Encashment of security instruments like EMD, Security Deposit with BHEL -PSNR against the said contract.
- 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 contractor, retention amount etc with BHEL - PSSR.
- balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.
- If recovery is not possible then legal remedies shall be pursued

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.

30. GST shall be payable extra at actual.

31. 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.

32. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.



33. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

34. Bidder to submit declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings as per the format enclosed with NIT.

35. **Make in India:** Bidders are requested to refer clause no 26.0 of GCC BOP Rev 00. 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 in 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 certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year.

36. **Insurance Deductibles/Excess:** As per enclosed insurance policy of the project.

37. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement.
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

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 www.pem.bhel.com - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

38. 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) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

39. **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:

- 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.*
- 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.*



40. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation
41. 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
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. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
44. 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.
45. 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%"
46. **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
47. **Conciliation & Arbitration** shall be as per Annexure- Conciliation and Arbitration to NIT.
48. 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 (available on www.pem.bhel.com)) and other Terms and Conditions included in this Enquiry Letter.
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) & respective project SCC and other Terms and Conditions included in this Enquiry Letter.
49. 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.
50. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers 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- duly filled and signed
 - Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
 - Documents required for meeting Technical & Financial PQRs
 - Integrity Pact
 - Local Content Certificate in line with Make in India circular
 - Land Border Certificate
 - Declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings
 - Udyam certificate for MSME, along with the Mandatory declaration by MSE bidders.
 - Mandatory declaration by bidders regarding conflict of interest
 - Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>



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51. It shall be the responsibility of the Supplier 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.

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

Aanchal Choudhary / Sr. Manager- BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: aanchalchoudhary@bhel.in
Contact No.: 0120-2218530

Upendra Chaudhary/DGM – BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 0120-2218557

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

Aanchal Choudhary
Sr. Manager/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Project
2. Technical & Financial PQR
3. Technical Specifications
4. Integrity Pact
5. Annexure-A for PVC
6. Annexure-B for Conciliation & Arbitration
7. Price format
8. Abridged version of applicable RA guidelines