BHEL Tenders

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Organisation Chain :	Bharat Heavy Electricals Limited||TBG NOIDA||TBG - Material Management
Tender ID :	2026_BHEL_62302_1
Tender Ref No :	BHEL/TBG/PGCIL/CT/TC-MOU
Tender Title :	Tender enquiry for entering into Techno-Commercial MoUs with OEMs for Procurement of 765 kV Current Transformers for Various POWERGRID Projects
Corrigendum Type :	Technical Bid

Corrigendum Document Details

Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
1	Corrigendum to NIT Terms and Conditions	Corrigendum to NIT Terms and Conditions	15-Oct-2026 11:43 AM	Corrigendum-14_NICCT.pdf	787.10

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Corrigendum-14 to NIT

Item	:	Supply and Supervision of Testing of 765kV Current Transformers for PGCIL projects.
NIC Tender ID	:	2026_BHEL_62302_1 dtd 16.06.2026
BHEL NIT Ref. No.	:	100602
Enquiry	:	Open Tender (Through NIC)

Bidder may please note the following pre-bid clarifications and corrigendum to NIT-

S.no.	NIT clause	Clarification / Modified Terms & Conditions
1.	**Clause No.7 of STC: Prices**	Shall be as per NIT
2.	**Clause No.9 of STC: Terms of Payment**	**Through Direct/normal payment mode** **[9.a] Payment for Supply:** i) 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises & within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents as follows: • LR / GR • Material Receipt Certificate issued by BHEL (to be arrange by BHEL-TBG**) • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Performance Security ** MRC shall be issued by BHEL site within 7-10 working days from the date of receipt of last consignment of each lot of dispatch (as per Invoice) at site and submission of following undertaking by vendor- "Boxes shall be opened in the presence of vendor's representative and in case of any shortage/damage found inside the factory packed boxes during verification, then vendor shall supply the same without any financial implications to BHEL." ii) Balance 05% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises & within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents as follows: • Claim Invoice • Certificate of successful completion of Pre-Commissioning testing at Site issued by BHEL Site Official / Construction Management • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

Note 01: In case Pre-Commissioning testing of Current Transformers gets delayed beyond 06 months from the date of last delivery of purchase order for the reasons not attributable to supplier, supplier may claim this 5% payment of supply portion by furnishing following documents:

- Claim Invoice
- Copy of certificate issued by BHEL site in charge, confirming that delay in testing is not attributable to supplier (to be arranged by BHEL TBG)
- Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of two months. In case Pre-Commissioning test is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till completion of all Pre-Commissioning tests or 36 months from the date last delivery, whichever is earlier.

[9.b] Payment for Supervision of Pre-Commissioning testing:

100% Payment for Supervision of Pre-Commissioning testing along with applicable GST shall be made on prorate basis within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises & within 90 days for non MSME suppliers against certificate of successful completion of supervision of Pre-Commissioning testing at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice.

Payment Procedure-

Direct Payment from BHEL: Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT /RTGS. Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL/destination in absence of the above.

LOADING CRITERIA

Loading Criteria in case of Direct Payment: For direct payment terms as mentioned at '9.C' above, in case of Bidder seeks reduction in payment period, 'Repo rate + 4%', shall be considered for loading on the bidder's quoted price, for the period of relaxation sought by the bidders. In any case, payment period less than 60 days from the date of receipt of Invoice will not be accepted.

S No.	Condition	Rate of loading on the bidder's quoted price
1	Direct payment within 90 days	No loading

		2	Direct payment within 60 days (payment timeline less than 60 days will not be accepted)	Repo rate + 4% for the period of reduction

Note:

i) Supplier has to submit invoice(s) as per PO along with billing checklist (Annexure-III).

ii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.

iii) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.

iv) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit

v) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME.

vi) Supplier has to submit Performance Security & Guarantee Certificate as per PO terms.

vii) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.

viii) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case of disallowance of credit /non-reflection of credit in GSTN, amount will be recovered from supplier along with applicable Interest, penalty etc. from any of his dues.

ix) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc. will be to vendors account.

x) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.

3.	**Clause No.11 of STC: Performance Security**	Performance security of 10% of Total Ex-works value (excl. Supervision charges) shall be submitted by the vendor within 30 days from the date of award of PO. Ex-works PO value (excl. Supervision charges) at the time of placement of PO shall be considered for calculation of the performance security amount. “Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance

security, enhanced performance security which would include interest (SBI rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."

Note-

Interest amount due to delayed submission of BG shall not be refundable.

(A) Modes of deposit:

Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL -TBG, Noida. Bank Account details for EFT mode is mentioned in EMD clause.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).

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

(v) Insurance Surety Bond.

(B) Forfeiture of performance security

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

Important Notes:

		(1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations. (2) Performance security shall be refunded to the vendor 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. (3) 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. (4) The Performance Security shall not carry any interest. (5) Value of the Bank Guarantee shall remain unchanged for any subsequent variations in Purchase Order value up to ± 30%. Beyond this variation of ± 30%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. (6) The Bank Guarantee shall be from any bank as per Annexure-XIV for List of Banks. The original BG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. (7) Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the BG. (8) Non–submission BG / Deposit, as applicable, shall be considered as breach of contract as per terms of the NIT and BHEL reserves the right to impose Suspension of Business Dealings with the Supplier / Contractor. (9) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non-applicability of Final Documentation, as the case may be, as referred in clause No. 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
4.	**Clause No.13 of STC: Delivery period *[Delivery schedule shall be as per individual tender enquiry]***	Shall be as per NIT
5.	**Clause No.14 of STC: Liquidated damages for delayed delivery**	Shall be as per NIT
6.	**Clause No.15 of STC: Validity of Offer**	The quoted price against any individual tenders covered under TC-MoU shall be valid for 120 days from the date of opening of price bid and can be extended with mutual consent.
7.	**Clause No.23 of STC: Breach of contract,**	Shall be as per NIT

	Remedies and Termination	
8.	**Clause No.27 of STC: Variation of Contract Value/Quantity Variation**	BHEL shall have the right to variation in quantities of items within -20% to +20% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.
9.	**Clause No.38 of STC: Limitation of liability** **(this condition shall supersede the condition of GTC clause 37)**	Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
10.	**Clause No.41 of STC: Validity of TC-MOU**	Shall be as per NIT
11.	**Clause No.42 of STC: Pre-Bid/Pre-Award Tie Ups**	BHEL, as purchaser, will issue individual tender enquiries to bidders with whom TC-MoU has been finalized. An Pre-Bid/ Pre-award tie-ups (as per BHEL's format shall be signed within the offer validity with the pre-selected OEMs (techno-commercially Qualified, Lowest evaluated bidder, subject to establishment of Price Reasonability by BHEL) for the relevant scope for the mentioned package/ scope. This MOU shall, inter-alia, bind both BHEL and the pre-selected OEMs for associating and maintaining strict confidentiality by the pre-selected OEMs of the prices, terms and conditions. This Pre-Bid/ Pre-award tie-ups shall be the binding on the bidder and is not to be changed thereafter and shall be valid for 06 months from the date of opening of price bid and can be extended with mutual consent. The Pre-Bid/ Pre-award tie-ups Agreement shall be converted into definite contract agreement between BHEL & Bidder after award of job by POWERGRID. Bid Bond: Within 30 days of signing the Pre-Bid/ Pre-award tie-ups, 1% of the value of Pre-Bid/ Pre-award tie-ups shall be taken from the supplier as bid bond in the form of

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		bank guarantee or security deposit etc, in order to ensure the supplier's continued commitment during the validity period of the Pre-Bid/ Pre-award tie-ups. BHEL and supplier should have an agreement for the extent of price reduction during RA/negotiation with end customer (if required). In the event of price reduction during negotiation by BHEL with the customer, the corresponding reduction will be passed on to the supplier as per above referred agreement.
12.	**Clause No.24 of GTC: Force Majeure**	Shall be as per clause 34 of STC
13.	**New clause of STC: Termination of contract** **[this clause shall supersede the condition of Clause No.35 of GTC: Termination of contract]**	BHEL shall have the right to terminate the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL and in that event, Supplier/Contractor shall be paid for the works done. BHEL shall have the right to terminate Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, Supplier/Contractor shall be paid for the works done. In case of termination of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get terminated.
14.	**New clause of STC: Indemnification** **[this clause shall supersede the condition of Clause No.43 of GTC: Indemnification]**	The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, damages, costs and expenses in respect of the death or injury of any person or loss of or damage to any third party property arising due to its wrongful act or wrongful omission during the course and out of the execution of the Purchase Order / Contract.

Note:
(a) Above amendment shall supersede the earlier corresponding clause of STC.
(b) Bidders are requested to quote considering this corrigendum and STC.
(c) Bidders are requested to submit the copy of Corrigendum no. -14 duly signed & stamped by their authorized signatory and submit along with their Technical bid.
(d) All other terms & conditions of NIT shall remain unchanged.

For and on behalf of BHEL

Deep Shekhar Dewangan
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