



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

Enquiry No- 77/24/6119/AAN

Date-28/04/2025

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	3 x 800 MW PVUNL PATRATU TPP PHASE-I	
4. End Customer	PVUNL (Patratu Vidyut Utpadan Nigam Limited, a subsidiary of NTPC Ltd in Joint venture with Jharkhand Bijli Vitran Nigam Limited)	
5. Executing Agency	BHEL-PSWR	
6. Package	VENTILATION SYSTEM	
7. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
8. Due Date & Time for Offer Submission	08/05/2025	12:00 IST
9. Opening of Part I bid	08/05/2025	16:00 IST
10. Earnest Money Deposit (EMD)	₹ 6,00,000 (Six Lakhs)	
11. Tender Cost	Nil	
12. Customer Approval Required	Yes	
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-434-554-A002	
15. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
16. CIF Content	Not Available	CIF Value: Not Applicable
17. Integrity Pact Applicability -	YES	
In line with cl. No. 12 of (ITB) GCC Rev07, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)		
18. Last Date for Seeking Clarification	03/05/2025 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:	
(A) Main Supply	i) 8 months from the date of LOA for Unit#2 and ii) 12 months from the date of LOA for Unit#3	
(B) Mand spares	12 months from LOA.	
(C) E&C	i) 12 months from the date of LOA for Unit#2 and ii) 16 Months from the date of LOA for Unit#3. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.	



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23. PVC (Price Variation Clause) shall be 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.

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) Main Supply	As per clause no. 9.3.1 of GCC Rev07
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(B) Mand spares	As per clause no. 9.1 of GCC Rev07
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(C) E&C	As per clause no. 9.4 of GCC Rev07
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Payment timelines: Payment will be released within days as mentioned below after submission of complete documents:

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.

26. 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.

27. Earnest Money Deposit (EMD)	<p>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)).</p> <p>Modes of deposit</p> <p>The EMD may be accepted only in the following forms:</p> <p>i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name : State Bank of India</p> <p>Account No : 39922687394</p> <p>IFSC : SBIN0017313</p> <p>BRANCH : CAG II NEW DELHI</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).</p> <p>iii) Fixed Deposit Receipt (FDR)</p> <p>iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)</p> <p>v) Insurance Surety Bonds.</p> <p>Bidders to note that original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is to be submitted within 5 days from Part I</p>
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NOTICE INVITING TENDER (NIT)

	<p>bid opening date.</p> <p>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</p> <p>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.</p> <p>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. 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 after receipt of performance security.</p>	
	PS applicability	Applicable: 10% of the contract value.
	PS Beneficiary	PSWR
	Validity of PS	Validity of all instrument of PS shall be for the entire Guarantee period. Initially, it should be at least 18 months, later extended to cover the entire guarantee period, two months before its expiry.
	Successful bidder is required to submit Performance Security as below within 14 days from the date of PO/LOA:	
28. Performance Security (PS)	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>



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

		<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 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.</p> <p>c) BG should be in favour of BHEL-PSWR in place of PEM as per GCC - Rev07.</p> <p>The Performance Security shall not carry any interest.</p>
29. Breach of contract, Remedies and Termination		<p>Clause no. 27.00 of GCTC of GCC REV07 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)- Rev 07, along with its Corrigendum-01 and excluding its Corrigendum-02 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 REV07, along with its Corrigendum-01 and excluding its Corrigendum-02 except clause no-27.0 of GCTC of GCC-Rev07(available on www.pem.bhel.com) & 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>		



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PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

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.

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.
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.
34. **Construction Power-** BHEL will provide the single point power source to all working agencies from where they have to extend it up to their work areas. Agency has to also make the suitable metering arrangement along with associated Instrument transformers and metering cubicles for the measurement of actual energy consumed by him. The charges only for the actual energy consumed shall be recovered from the agency based on prevalent rates. Agency has also arranged the capacitor banks (if required).
- Construction Water** - Construction water will be made available at one point on chargeable basis and agency has to extend the water supply up-to their working areas.
- Storage space** shall be made available to the agencies free of cost on the basis of space availability from customer end.
35. **Over all (%) quantity variation:** The variation on overall package value due to changes in the scope shall be limited to +/-10% in place of 30% as mentioned in clause no 6.0 of GCTC of GCC-REV-07.
36. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.
37. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
38. 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.
39. **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.
40. Bidders are requested to refer clause no 26.0 (ITB) of GCC REV07 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.
- This package is not divisible in nature. 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 self-certified local content certificate along with the part-1 bid.
41. 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.
42. 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



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

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.
43. 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.
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. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common;' or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal,' or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
46. Taxes and duties shall be as per GCC-Rev 07. GST shall be payable extra at actual.
47. This enquiry is being floated on the risk & cost of M/s Wollaque Ventilation & Conditioning Pvt. Ltd. M/s Wollaque Ventilation & Conditioning Pvt. Ltd. shall not be eligible to participate in the tender.
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. c. 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 pem.bhel.com- Supplier



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

Section - Online Supplier Registration (<https://supplier.bhel.in/>). All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

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. 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:

- Offer forwarding/ covering letter
- Local Content Certificate in line with Make in India circular.
- Land Border Certificate. (Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017)
- Credentials as per format.
- Signed and stamped Integrity Pact.
- Udyam certificate for MSME.
- Documents required for meeting Technical & Financial PQRs (audited bal sheet and audit report)
- Un-price bid
- Annexure-II of GCC-Rev 07 (Cost of Withdrawal of Deviation) and
- Price bid in e-procurement portal.

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

Aanchal Choudhary
Manager/ BOP/ PEM Noida

Enclosures: - (1) SCC of the Project (2) Financial PQR (3) Technical Specifications (4) Technical PQR (5) Draft format for Make in India certificate (6) Format for land/ border declaration (7) Cost of withdrawal of deviation(s) as per annexure II of GCC-Rev-07. (8) Insurance Policy