



**BHARAT HEAVY ELECTRICALS LIMITED** भारत हेवी 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.- 77/25/6278/NIT**

**Date -30-Jan-26**

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

1. Tender Type	<b>Open Tender (Domestic-Indian)</b>		
2. Package	<b>CONTROL VALVE - FDV</b>		
3. Project	<b>Framework Agreement (Rate Contract) of CONTROL VALVE - FDV</b>		
4. Executing Agency	<b>BHEL-PEM</b>		
5. Mode of Enquiry	<b>E - PROCUREMENT</b>		
6. Nature of Package (Divisible/Non-Divisible)	<b>Divisible</b>		
7. Numbers of Part bid	<b>2-Part bid (Techno-commercial and Price bid)</b>		
8. Due Date & Time	For offer submission	<b>09-02-2026</b>	<b>13:00 IST</b>
	For P-1 bid opening	<b>09-02-2026</b>	<b>16:00 IST</b>
9. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount	NA
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII	<b>Only Class I Supplier (with local content 85% and above)</b>		
12. Technical Scope	As per Technical specification No: PE-TS-20-145-H104-A		
13. Pre-bid Clarification	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.		
14. Prequalification Requirements	Financial PQR- NA	Technical PQR- YES	
15. Delivery terms for Supply	FOR Despatch Station		
16. Delivery Schedule:	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-TS-20-145-H104-A		
A. Main Supply along with accessories (including Commissioning Spares, as required)	320 days from the date of PO.		
B. Mandatory Spares	150 days from BHEL clearance date		

**Notes:**

- Supplier to start Manufacturing/Supply only after getting the applicable Primary Engineering Drgs./docs approved from BHEL/End Customer.
- Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-TS-20-145-H104-A) which shall be used for progress monitoring purpose and required course correction, if any.





- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for Contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

2.0 Validity of Contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):

Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at Supplier part to execute the Contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of Contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for 410 ('C') days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and Contract validity shall get extended by the delay period at Supplier's end.

For example: Original Delivery period for main supply: A (in days)

Delay at Supplier's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

2.2 Validity of the contract for Mandatory spares: Validity of contract for Mandatory spares shall be one year over and above contractual validity period for main supply including quantity variation (if any) as specified at point no. 2.1 above

Notes:

- a. B is the Supplier delay days beyond original Contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- b. Main supply including quantity variation, mandatory spares/ services, applicable in the Contract released/cleared for manufacturing within Contractual validity period, to be supplied by Supplier/Supplier at PO rates, terms and conditions.
- c. Execution of the Contract quantities released beyond Contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

3.0 Delivery Extension: Extension of Contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply.

During the execution of the Contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the Supplier as given below: -

- i. Any Delay in providing comments/ approval on primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in Supplier account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC terms
- v. Any hold put by BHEL for whatever reasons during execution of Contract (within Contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.





**Note:** Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if Supply is completed within delivery schedule as specified in Purchase Order.

**17. Liquidated Damages (LD):**

**Main Supply:**

Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of Contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of Contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).

**Mandatory Spares:**

Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of Contract price of Mandatory Spares excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of Contract price of Mandatory Spares excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).

However, total LD (Main Supply and Mandatory Spares) shall be limiting to 10% of cumulative total contract value (Main Supply + Mandatory Spares excluding GST).

Main supply shall include accessories & commissioning spares as required.

All other terms and conditions of LD shall be as per GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07.

**18. Guarantee Terms:** As per Clause No. 12.0 except Clause no. 12.2(b) of General Commercial Terms & Condition of GCC Rev. 07.

**19.** Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC Rev. 07.

**20.** PVC (Price Variation Clause): Not Applicable

**21.** CIF Content Not Available

**22.** Integrity Pact Applicability Yes

**23.** In line with cl. No. 12 of (ITB) of GCC Rev07, following Independent External Monitors (IEMs) have been appointed by BHEL.:

1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC : [iem1@bhel.in](mailto:iem1@bhel.in);
2. Shri R. Mukundan, IRPS (Retd.) : [iem2@bhel.in](mailto:iem2@bhel.in);
3. Shri Madan Lal Meena, IAS (Retd.) : [iem3@bhel.in](mailto:iem3@bhel.in);





No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provide in NIT

**24. Tender Evaluation - Price will be finalized through RA.** The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable.

In the course of evaluation, if more than one Supplier happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Suppliers.

In case more than one Supplier happens to occupy the L-1 status even after soliciting discounts, the L-1 Supplier shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Supplier (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

**25. Payment Terms:**

**Main Supply:** As per clause No. 9.1 of General Commercial Terms and Conditions of GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07.

**Mandatory Spares:** As per clause No. 9.1 of General Commercial Terms and Conditions of GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07.

**CV Test Charges:** 100% payment shall be released after successful completion of the activity on pro rata basis, certification by BHEL Engineering (after customer approval, if applicable)

**26.** GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

**27. Reverse Auction:**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction - 2024, as available on [www.bhel.com](http://www.bhel.com) on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers.

Price Bids of all the Techno-Commercially qualified Suppliers shall be opened and same shall be considered as initial bids of Suppliers in RA. In case any Supplier(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.

"The Suppliers has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Prices are to be inclusive of Packing & Forwarding charges, all as per tender scope, Freight as applicable, including loading (if any) but excluding GST. De-loading (if any) shall be done in line with NIT terms."

**28.** Supplier to note that this is a conditional Open Tender enquiry and price bid opening & Reverse Auction participation shall be subject to following condition:

- Qualifying Technical Pre-Qualification Requirement
- Techno-Commercial acceptance of offer by BHEL-PEM
- Registration in BHEL-PEM for the Tender package

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <https://Supplier.bhel.in/>. All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

**29.** Performance Security (PS)

PS Applicability

No Performance Security (PS) against the current enquiry for Framework Agreement (Rate Contract) for Tender package.

However, Suppliers to note that Performance





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		<p>Security shall be submitted for orders placed by the concerned Purchase Groups unit on the Framework Agreement (Rate Contract).</p> <p>Successful Supplier/s will have to submit Performance Security for each POs (irrespective of value) which will be placed under the Framework Agreement (Rate Contract) finalized through this tender considering FA (RC) as original Contract as per the format given in GCC Rev 07.</p> <p>Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) are as following:</p>
	I	<p>Initially 10% of the Contract value (total Ex-works price). However, 5% of the Contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit.</p> <p>Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.</p>
		OR
	II	<p>5% of the Contract value (total Ex-works price).</p> <p>Additional 5% of the Contract value will be retained from first bill &amp; subsequent bill(s) of the same Contract. The retention amount will be released after completion of main supply based on certification by Purchasing Department of BHEL unit.</p> <p>Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.</p>
	Validity of PS	As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07.
	PS Submission	PS should be in favour of BHEL-PEM. Supplier may opt any of the following for submission of Performance Security: -
	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/</p>





		<p>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 Supplier, 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 Supplier 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 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 Supplier 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) However, Performance Security validity is to be extended based on the actual delivery of package.</p> <p>The Performance Security shall not carry any interest.</p>
<p><b>30. Breach of Contract, Remedies and Termination</b> (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on Contract mentioned anywhere in GCC Rev. 07 and its Corrigendum)</p>		<p>In case of Breach of Contract, BHEL shall recover 10% of the Contract value from the Supplier using following instruments:</p> <p>(i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) 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 Supplier, retention amount etc. with executing agency (PEM).</p> <p>(iii) Balance amount from security instruments like EMD, Performance Security and other Financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.</p>





(iv) If recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

31. Suppliers are requested to refer clause no 26.0 (Make in India) of Instructions to Bidder of GCC Rev. 07. Further, following shall be taken into consideration for submitting bids by Suppliers:

- For this procurement, the local content to categorize a Supplier as a Class I local Supplier/ Class II local Supplier/ Non-local Supplier and purchase preference to class I local Supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
- Minimum Local Content prescribed for CONTROL VALVE package by Nodal Ministry is 85% and hence for this procurement, as per Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders issued by the nodal ministry, this package is reserved for only Class-I Supplier having Minimum local Content 85%. Class-II and Non-Local Suppliers are not eligible to quote for this enquiry.
- Suppliers are requested to go through the above-mentioned orders and submit their adherence to Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders.
- Local Content certificate (Make In India Certificate) from statutory/cost auditor of the company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in case of Suppliers other than companies), shall be essentially submitted by Supplier along with their offer as per clause No. 9 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024

32. Purchase preference to MSE Supplier: Yes.

**33. Framework Agreement (Rate Contract) Order Splitting:**

- a. Framework Agreement (Rate Contract) is proposed for Two (02) years from placement of Framework Agreement (Rate Contract) Purchase Order with a provision for further extension after review on mutual consent.
- b. Framework Agreement (Rate Contract) is to be done with 2 Suppliers in ratio of 70:30 value wise at L1 FOR Site Price (Ex-works + Freight) for this package. However, Purchase orders placed by BHEL units for a project on the basis of Rate Contract shall not be split. Details of Framework Agreement (Rate Contract) order splitting shall be as per following:
  - GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be applicable for order splitting (in the ratio of 70:30) and order finalization.
  - L1 Rates (Ex-works + Freight) shall be counteroffered to all techno-commercially qualified Suppliers and order splitting in ratio of 70:30 shall be done in line with GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017.
  - In case acceptance of counteroffer is received from more than two Suppliers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
  - If none of the Supplier accepts counter-offered L1 rates, then Contract shall be awarded to L1 Supplier for 100% value.
- c. Framework Agreement (Rate Contract) will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various Suppliers to minimize operational difficulty.





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34. GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be applicable for order splitting and order finalization.

35. The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.

36. Overall (%) quantity variation: The variation on overall package value shall be limited to +30% of the Contract value.

37. Suppliers shall Quote for the entire Scope. Partial scope is not acceptable.

38. Suppliers to ensure that Third party/ Customer issued certificates being submitted as proof of PQR qualification should 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. Offer of only those Suppliers shall be considered further, who meets the PQR criteria. Suppliers to furnish latest verification details for checking veracity of document(s) by BHEL. In case the same found not available, Buyer has right to reject such document from evaluation. Format for the same is below: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief Work of	Completion Date

39. Suppliers who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those Suppliers shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

**Note: This item/Package/system falls under the list of items defined in Para 3 of Ministry of Finance 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 criterion of prior experience shall be same for all Suppliers including startup/MSME. However, Annual Turnover Criteria shall not be applicable for Micro and Small Enterprises and Startups recognised by DPIIT.**

40. 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.

41. 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.

42. GeM Seller ID shall be mandatory before placement of order/award of Contract to the successful Supplier.

43. Supplier to quote non-zero Freight charges (anywhere in India) in percentage (%) of their quoted Total Ex-Works Prices of Supply.

44. All Suppliers 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.

45. 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.

46. All Suppliers to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(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 Supplier is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

47. The offers of the Suppliers who are under suspension as also the offers of the Suppliers, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the Contract and punitive action thereof:

1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the Contract. BHEL will during the tender process treat all Supplier(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Supplier/ Supplier/ Supplier:

1.2.1 The Supplier/ Supplier/ Supplier commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The Supplier/ Supplier/ Supplier will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The Supplier/ Supplier/ Supplier will perform/ execute the Contract as per the Contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any Supplier/ Supplier/ Supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post- execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such Supplier/ Supplier/ Supplier as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

48. **Conflict of interest:** All Suppliers are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the Supplier.

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:**

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQR (Part of Tech. Spec.)
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Integrity Pact
- Undertaking for Conflict of Interest
- Declaration by MSE Suppliers regarding ownership structure along with UDYAM certificate
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

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. **Grievance Redressal Mechanism:**

To promote transparency and ensure fair treatment of all Suppliers, 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/Suppliers are requested to follow the below escalation process for grievance resolution:





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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. For POs, placed on basis of Framework agreement by Project Groups of PEM, designated dealing officer shall be PO issuing executive.

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.

53. All Suppliers / Suppliers of BHEL are informed that the facility for **online invoice registration and document uploading** has been enabled in the **SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>)**. With effect from **01-October-2025**, it shall be mandatory for all Suppliers / Suppliers of BHEL to **register** their invoices to be **exclusively through the system** along with the requisite documents.

54. At Sl.no. 17 of ITB of GCC Rev.07, "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%".

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

**Nitin Kumar / Mgr-CMM**

**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
3<sup>rd</sup> Floor, BHEL SADAN  
Plot No 25, Sector-16 A, Noida-201301  
E-mail: [nitin.kumar@bhel.in](mailto:nitin.kumar@bhel.in)  
Contact No.: 9871497600

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56. Terms & Conditions: - The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07 which is available on [www.pem.bhel.com](http://www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.

57. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev 07 & Corrigenda-01, Corrigenda-02 and Corrigenda-03 to GCC Rev 07.

In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no. 36 of GCTC of GCC Rev. 07.

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

Nitin Kumar

Manager/ CMM/ PEM Noida





**PROJECT: Framework Agreement (Rate Contract) of CONTROL VALVE - FDV**  
**PACKAGE: CONTROL VALVE - FDV**

### **Undertaking for Conflict of Interest**

#### **Treatment of cases regarding conflict of interest:**

The Supplier 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 Supplier (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 Supplier participates in more than one bid in this tender process. Participation in any capacity by a Supplier (including the participation of a Supplier as a partner/ JV member or sub-Supplier 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-Supplier in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Supplier declares that they have read and understood the above aspects, and the Supplier 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 Supplier(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 Supplier 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.**

Signature

