



BHARAT HEAVY ELECTRICALS LIMITED भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(A Govt. Of India Undertaking) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

econ

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No.- 77/25/6325/NIT

Date -13-Mar-26

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	ELEVATOR		
3. Project	Framework Agreement (Rate Contract) of ELEVATOR		
4. Executing Agency	BHEL-PEM will finalize the Framework Agreement (Rate Contract) of ELEVATOR. Based on project requirement, Purchase deptt. of PEM shall issue project specific LOAs during validity of Framework Agreement (Rate Contract). Project specific Purchase Orders shall be issued by Power Sector-Regions (PSER, PSNR, PSSR and PSWR) on the basis of project specific LOAs placed by Purchase deptt. of PEM and Power Sector-Regions shall be the executing agency.		
5. Mode of Enquiry	E - PROCUREMENT		
6. Nature of Package (Divisible/Non-Divisible)	Divisible		
7. Type of Package	BOP (Balance of Plant)		
8. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
9. Due Date & Time	For offer submission	30.03.2026	13:00 IST
	For P-1 bid opening	30.03.2026	16:00 IST
10. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount	NA
11. Tender Cost	NIL		
12. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
13. Technical Scope	As per Technical specification No: PE-TS-RC-502-A001		
14. 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.		
15. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
16. HSE Guideline	Yes. Please refer the below link to download- https://pem.bhel.com/Documents/GCC/HSE Plan Rev02.pdf (for Sipat and Korba West project HSE Guideline is enclosed with SCC)		
17. Delivery terms for Supply	FOR Despatch Station		
18. Delivery Schedule:	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-TS-RC-502-A001		





BHARAT HEAVY ELECTRICALS LIMITED भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(A Govt. Of India Undertaking) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

A. Main Supply along with accessories (including Commissioning Spares as required)	07 months from the date of PO (Project specific PO placed by PS-Region).
B. Mandatory Spares	4 months from BHEL clearance date
C. E&C	Within 04 months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources
19. Liquidated Damages (LD): Liquidated damage shall be as per clause no 16.0 of of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01.	
20. Guarantee Terms: As per Clause No. 12.0 of General Commercial Terms & Condition of GCC-BOP.	
21. Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC-BOP.	
22. PVC (Price Variation Clause): PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure.	
23. CIF Content	Not Available
24. Integrity Pact Applicability	Yes
25. In line with cl. No. 12 of (ITB) of GCC-BOP, following Independent External Monitors (IEMs) have been appointed by BHEL.: <ol style="list-style-type: none">1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC : iem1@bhel.in;2. Shri R. Mukundan, IRPS (Retd.) : iem2@bhel.in;3. Shri Madan Lal Meena, IAS (Retd.) : iem3@bhel.in; <p><i>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</i></p>	
26. 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.	
27. Payment Terms	Main Supply along with accessories (including Commissioning Spares as required): As per clause no. 9.2.1 of GCTC of GCC-BOP Rev 00. Mandatory Spares: As per clause no. 9.1.1 of GCTC of GCC-BOP Rev 00. E&C: As per clause no. 9.3 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-





BHARAT HEAVY ELECTRICALS LIMITED भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(A Govt. Of India Undertaking) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

	<p>"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:</p> <p>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."</p>
28. Minimum E&C charges:	<p>Clause no. 3.1 of ITB of GCC BOP Rev 00 to be read as: Total Erection & Commissioning charges (excluding GST) would be as percentage fixed in the Price Schedule.</p>
29. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.	
30. Reverse Auction:	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction - 2024, as available on www.bhel.com on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers.</p> <p>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.</p> <p>"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."</p>
31. Supplier to note that this is a conditional Open Tender enquiry and price bid opening & Reverse Auction participation shall be subject to following condition:	<p>a) Qualifying Technical and Financial Pre-Qualification Requirement b) Techno-Commercial acceptance of offer by BHEL-PEM c) Registration in BHEL-PEM for the Tender package d) NTPC Approval.</p> <p>Framework Agreement (Rate Contract) shall be finalized only with suppliers who are registered with BHEL-PEM. Suppliers who are not registered with BHEL-PEM (suppliers already registered with other BHEL Units shall also be required to apply registration in BHEL PEM) needs to apply & get registered for subject package with PEM before price bid opening & Reverse Auction & hence they need to apply online for registration on PEM web portal & have to enclose acknowledgement with the bid documents else their bid may not be considered for evaluation.</p> <p>The Suppliers who are not registered with BHEL-PEM need to 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.</p>
29. Performance Security (PS)	<p>PS Applicability</p> <p>No Performance Security (PS) against the current enquiry for Framework Agreement (Rate Contract) for Tender package.</p> <p>However, Suppliers to note that Performance Security shall be submitted</p>





		<p>for orders placed by the concerned PS-Regions 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-BOP.</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 E&C based on certification by Purchasing Department of BHEL unit/Region. 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/Region.</p>
		OR
	II	<p>5% of the Contract value (total Ex-works price). 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 Purchasing Department of BHEL unit/Region.</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/Region.</p>
	Validity of PS	<p>As per clause no-11.3 of GCC BOP Rev-00 along with its Corrigendum-01. Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.</p>
	PS Submission	<p>PS should be in favour of PS Region placing project specific POs. Supplier may opt any of the following for submission of Performance Security:</p>





	Modes of Deposit	<p>Performance security may be furnished in the following forms:</p> <ul style="list-style-type: none">a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.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.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).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).e) Insurance Surety Bond. <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:	<ul style="list-style-type: none">a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of Contract by the Supplier.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.c) However, Performance Security validity is to be extended based on the actual delivery of package. <p>The Performance Security shall not carry any interest.</p>
30. Breach of Contract, Remedies and Termination	In case of Breach of Contract, BHEL shall recover 10% of the Contract value from the	





(Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on Contract mentioned anywhere in GCC-BOP)

Supplier using following instruments:

- (i) Encashment of security instruments like EMD, Performance Security with executing agency (PS-Region) against the said Contract.
- (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 (PS-Region)
- (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.
- (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-BOP. 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 ELEVATOR package by Nodal Ministry is 60% 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 of 60%. 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) 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) (Supply + E&C) for this package. However, Purchase orders placed by BHEL units/Regions 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) (Supply + E&C) 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



BHARAT HEAVY ELECTRICALS LIMITED भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(A Govt. Of India Undertaking) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

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.

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: Quantity variation shall be limited to +/-10% of the Contract value (Refer Annexure-XIII of GCC BOP Rev-00).

37. Price break-up of Essential/ Mandatory Spares shall be taken after Part-2 bid opening/ RA stage.

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

39. 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

40. 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.

41. 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.

42. 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.

43. GeM Seller ID shall be mandatory before placement of Framework Agreement (Rate Contract) on the successful Suppliers.





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

45. 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.

46. 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.

47. 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.

48. 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.

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 and/or under applicable legal provisions”.

49. **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.

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

51. Conciliation and Arbitration shall be as per Annexure-I to NIT.

52. **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.) and Financial PQR
- 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>

53. 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.

54. 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:

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 PS-Regions, 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.

55. 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.

56. At Sl.no. 17 of ITB of GCC-BOP, "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%".

57. 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,
3rd Floor, BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-mail: nitin.kumar@bhel.in
Contact No.: 9871497600

Manish Kumar Sinha / Sr. Manager-CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
3rd Floor, BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-mail: manish.sinha@bhel.in
Contact No.: 0120-2218541

58. 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) and other Terms and Conditions included in this Enquiry Letter.





59. Schedule of Pre-Bid discussion:

As per Annexure for pre-bid meeting.

Interested Suppliers are requested to confirm their participation for Pre-Bid Discussion (PBD) meeting through Video Conferencing (VC). VC Link is given below:

Through: WEBEX

Meeting ID and Passcode shall be shared as per Annexure for pre-bid meeting

60. In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be as mentioned in clause no. 1.6 of ITB of GCC-BOP.

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 ELEVATOR
PACKAGE	:	ELEVATOR
SUBJECT	:	PRE-BID MEETING SCHEDULE

Pre-Bid Meeting through webex for subject package & projects is schedule on 19.03.2026 @02:30 PM.

Meeting link:

<https://bhel.webex.com/bhel/j.php?MTID=mf7afdd216e2c78190014e6d80ce27dea>

Meeting number:

2519 018 4393

Meeting password:

1234567

Join from a video system or application

Dial [25190184393@bhel.webex.com](tel:25190184393@bhel.webex.com)

You can also dial 210.4.202.4 and enter your meeting number.

Meeting password for video system

1234567

Join by phone

+65-6703-6949 Toll

Access code: 25190184393

Global call-in numbers

<https://bhel.webex.com/bhel/globalcallin.php?MTID=m050711e50462391bdb890e9cadc951f9>

Meeting password for audio

1234567



Annexure- I to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "**India International Arbitration Centre (IIAC) Delhi**" for PSNR & PSER / "**Mumbai Centre for International Arbitration (MCIA), Mumbai**" for PSWR / "**Nani Palkhivala Arbitration Centre (NPAC) Chennai**" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- I to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.