

**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.- 77/26/6179/MAN**

**Date -19-Oct-26**

**BHEL invites offers from reputed Suppliers for Supply of SCREENED CONTROL CABLES to 5x800 MW YADADRI TPS, on F.O.R. Site basis, as per following terms and conditions -**

|                                                   |                                                                                                                                                              |                                  |                                           |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------|
| 1. Tender Type                                    | Open Tender                                                                                                                                                  |                                  |                                           |
| 2. Package                                        | SCREENED CONTROL CABLES                                                                                                                                      |                                  |                                           |
| 3. Project                                        | 5x800 MW YADADRI TPS                                                                                                                                         |                                  |                                           |
| 4. Executing Agency                               | BHEL-PEM                                                                                                                                                     |                                  |                                           |
| 5. Mode of Enquiry                                | E - PROCUREMENT                                                                                                                                              |                                  |                                           |
| 6. Nature of Package<br>(Divisible/Non-Divisible) | Divisible                                                                                                                                                    |                                  |                                           |
| 7. Numbers of Part bid                            | 2-Part bid (Techno-commercial and Price bid)                                                                                                                 |                                  |                                           |
| 8. Due Date & Time                                | For offer submission                                                                                                                                         | 29.10.2026                       | 15:00:00                                  |
|                                                   | For P-1 bid opening                                                                                                                                          | 29.10.2026                       | 17:00:00                                  |
| 9. Bid Security/Earnest Money Deposit (EMD)       | Applicable                                                                                                                                                   | Amount                           | Rs. 6,00,000/-<br>(Rupees Six Lakhs Only) |
| 10. Tender Cost                                   | NIL                                                                                                                                                          |                                  |                                           |
| 11. Eligibility of Local Supplier as per MII      | <b>Class-I local suppliers are only eligible to bid.</b><br>Minimum Local Content required for qualifying a Supplier as "Class I Local Supplier": <b>60%</b> |                                  |                                           |
| 12. Technical Scope                               | As per Technical specification No: PE-TS-417-507-E005                                                                                                        |                                  |                                           |
| 13. Pre-bid Meeting                               | Not required                                                                                                                                                 |                                  |                                           |
| 14. Prequalification Requirements                 | Financial PQR- <b>Not Applicable</b>                                                                                                                         | Technical PQR- <b>Applicable</b> |                                           |

Technical PQR for subject tender is as per Annexure – B. Bidder has to provide the details as per TECHNICAL PQR in its Offer. Bidder to note that bids of only those Bidder(s) shall be evaluated who meet the 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.**



**PQR DOCUMENTS VERIFICATION:**

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 in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -

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

**15.** Bidder(s) to note that this is a conditional Open Tender enquiry & Part II/Reverse Auction participation of the bidder shall be subject to following condition:

- Qualifying Technical Pre-Qualification Requirement.
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of Bidder by End Customer. Bidder to furnish credentials along with its offer as per NIT (Format enclosed – Annexure C).

**16.** Bidder(s) has to note that following forms the part of Tender Documents:

- General Conditions of Contract (GCC) Rev. 07 & its subsequent corrigendum 01,02 & 03 (**GCC of Bought out items**)  
Link: [https://pem.bhel.com/Bhel\\_vendor\\_section.aspx](https://pem.bhel.com/Bhel_vendor_section.aspx)
- **Technical Specification:** PE-TS-417-507-E005
- Technical PQR (**Annexure-B**)
- BOQ CUM Price Schedule (**Annexure-A**) & SCC of Project
- NIT CONDITIONS along with Enquiry letter

Offers are to be submitted strictly in accordance with the requirements of the above Tender Documents. All the above referred Tender Documents shall automatically become the part of the Order/Contract after its finalization.

**17. Delivery Terms (Supply):**

**A. Lot-1 Quantities:** within 150 days from the date of Purchase Order (PO).

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-417-507-E005) & Annexure E which shall be used for progress monitoring purpose and required course correction, if any.
- The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for Contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

**B. Quantity Variation/Subsequent Lots:** within 120 days from the date of BHEL clearance.

**18. Delivery Extension: Extension of Contractual delivery time**

Delivery time (150 days from the PO date) mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor 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 vendor 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 vendor 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 vendor (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 vendor 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.
- 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.

**19. Validity of Contract:**

Vendor 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 sl. no. 18, in such situation it shall be obligatory at vendor 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.

Contract shall be valid for 365 days (C) from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for Lot-1 main supply: "150" A (in days)

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

Contract validity: C (365) + B (in days)

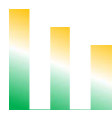
Notes:

- a. B is the Vendor delay days beyond original contractual delivery period /extended delivery period owing to time taken by BHEL, for Lot-1 main supply.

\* Validity of Contract is to be treated as currency of the contract period only. However, delivery schedule shall be as per the sl. no. 17 for all contractual purposes including LD.

- b. If the delivery as detailed above gets delayed beyond the delivery period, the Supplier shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery Extension' is granted to the Supplier for completion of scope, due to backlog attributable to the Supplier, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier.
- c. Main Supply (Ordered Quantities) including quantity variation released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.
- d. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                            |
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| <b>20. Payment Terms</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | As per clause No. 9.1 of General Commercial Terms and Conditions of GCC Rev. 07 & subsequent corrigendum No. 01, 02, & 03. |
| <p><b>Note:</b></p> <p>a. All Suppliers / Suppliers of BHEL are informed that the facility for <b>online invoice registration and document uploading</b> has been enabled in the <b>SUVIDHA Portal (<a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>)</b>. With effect from <b>01-October-2025</b>, it shall be mandatory for all Suppliers / Suppliers of BHEL to <b>register</b> their invoices to be <b>exclusively through the system</b> along with the requisite documents.</p> <p><b>b. All MSME payments for Goods or Services to be mandatorily settled through TReDS</b><br/> In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, M1 xchange, Invoicemart, KReDX, C2FO), authorized by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission.</p> <p>The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.</p> <p>In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.</p> |                                                                                                                            |
| <p><b>21. Mode of Evaluation of Price:</b> Price will be finalized through Reverse Auction (RA).</p> <p>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.”</p> <p><b>“The Suppliers has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Prices are to be inclusive of Packing &amp; 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.”</b></p> <p>RA guidelines (Guidelines for RA 2024 - Abridged Version) can be referred from : <a href="https://pem.bhel.com/Bhel_vendor_section.aspx">https://pem.bhel.com/Bhel_vendor_section.aspx</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                            |
| <p><b>22. MSE/MII Purchase Preference:</b></p> <p><b>MII Purchase Preference</b><br/> <b>Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT:</b><br/> 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 preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, 19.07.2024 and subsequent orders (if any) issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the tender, the same shall be applicable even if issued after issue of this tender, but before opening of Part-II (Price) bids against this tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |
| <b>Eligibility of Suppliers to bid for this tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Only Class-I Local Suppliers</b>                                                                                        |
| <b>Minimum Local Content required for qualifying a Supplier as "Class I Local Supplier"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 60% & above                                                                                                                |



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|                                                                                                                                                                                                                                                                                                                     |                                                                                      |                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |
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| Nature of Package                                                                                                                                                                                                                                                                                                   | Divisible                                                                            | Margin of purchase preference as per MII                                                                                                                                                                                                       | Not Applicable as only class I local suppliers are eligible to bid.<br><br>As per Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 19.07.2024 and subsequent amendments issued by DPIIT. |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      |                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |
| MSE Purchase Preference                                                                                                                                                                                                                                                                                             | As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. |                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |
| While evaluating the bid; If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% percentage of total quantity. |                                                                                      |                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |
| MSE Supplier must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. Proforma is attached as Annexure - I.                                                                                                                                                 |                                                                                      |                                                                                                                                                                                                                                                |                                                                                                                                                                                                                    |
| 23. Performance Security                                                                                                                                                                                                                                                                                            |                                                                                      | Performance Security (PS) should be in the favour of BHEL-PEM. Supplier may opt any of the following for submission & value of Performance Security: -                                                                                         |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | <u>Initially 10% of the contract value (total Ex-works price excluding PVC). However, 5% of the contract value (as above) will be released after completion of main supply based on certification by PG.</u>                                   |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | <u>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 PG.</u>                                                  |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | OR                                                                                                                                                                                                                                             |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | <u>5% of the contract value (total Ex-works price excluding PVC).</u>                                                                                                                                                                          |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | <u>Additional 5% of the contract value (excluding PVC) 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 PG.</u> |                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                     |                                                                                      | <u>Balance 5% of the Contract value (excluding PVC) will be released on completion of all contractual obligations, including</u>                                                                                                               |                                                                                                                                                                                                                    |



guarantee/warranty obligations based on certification by PG

**Modes of Deposit**

Performance security may be furnished in the following forms:

- 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 shall be submitted as Per the format (Annexure-O) attached.
- 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).
- 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).
- e) Insurance Surety Bond (Annexure 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)

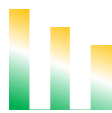
Performance Security is to be furnished **within 14 days** from the date of PO and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier, including warranty obligations.

**Remarks for Performance Security**

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



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <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>However, Performance Security validity is to be extended based on the actual delivery of package.</p> <p>c. The Performance Security shall not carry any interest.</p> <p>Rest of the terms as per clause No. 11.0 of General Commercial Terms and Conditions of GCC Rev. 07 &amp; subsequent corrigendum No. 01, 02, &amp; 03</p> |
| <p><b>24. Liquidated Damages (LD):</b></p> <p>As per clause No. 16 of GCTC amended vide corrigendum 03 to GCC Rev. 07. However, LD shall be applicable on undelivered portion of Order/Contract value.</p> <p><b>Note:</b></p> <p>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).</p> <p><b>All other terms and conditions of LD shall be as per GCC Rev. 07 and Corrigendum 01, 02 &amp; 03 to GCC Rev. 07.</b></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>25. Guarantee Terms:</b> As per Clause No. 12.0 except Clause no. 12.2(b) of General Commercial Terms &amp; Condition of GCC Rev. 07.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>26.</b> Validity of offer shall be as per Clause no. 7 (Instruction to Bidders) of GCC Rev. 07.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>27. PVC (Price Variation Clause):</b> Applicable. Prices shall be with PVC (as applicable) for the entire scope of work in line with the tender documents and subsequent clarifications/ confirmations till completion of Order/Contract</p> <p><b>PVC Annexure (for formulae &amp; factors):</b> Annexure D. The base month &amp; month reckoning the variated price for PVC shall be as per Annexure D.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>28.</b> CIF Content</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>NIL</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>29. Tender Evaluation - Price will be finalized through Reverse Auction.</b> Evaluation will be done on overall L1 basis (i.e. Total Package Price including Freight excluding taxes) with necessary loading as applicable.</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/Risk Purchase mentioned anywhere in GCC Rev. 07 and its Corrigendum)</p> <p><b>The following shall amount to Breach of Contract:</b></p> <p>I. Non-supply of material/ non-completion of work by the Supplier within scheduled delivery/ completion period as per contract or as extended from time to time.</p>                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



- II. The Supplier fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Supplier delivers equipment/ material not of the contracted quality.
- IV. The Supplier fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier without Buyer's written permission resulting in termination of Contract or part thereof by Buyer.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier.
- VIII. Any other reason(s) attributable to Supplier towards failure of performance of contract. In case of breach of contract, Buyer shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier.
- IX. Any of the declarations furnished by the Supplier at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the Supplier or could expose Buyer and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of Buyer, in violation of the Integrity Pact entered into with Buyer has the potential to harm the overall business of Buyer/ Owner.

**Note-** Once Buyer considers that a Breach of contract has occurred on the part of Supplier, Buyer shall notify the Supplier by way of notice in this regard. Supplier shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the Supplier fails to remedy the breach, as mentioned in the notice, to the satisfaction of Buyer, Buyer shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of Contract.

#### **Remedies in case of Breach of Contract:**

- I. Wherein the period as stipulated in the notice issued under clause no. 25.1 above has expired and Supplier has failed to remedy the breach, Buyer will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to Supplier.
- II. Upon termination of contract, Buyer shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier. This amount shall be recovered by way of encashing the security instruments like EMD, Performance Security etc. available with Buyer against the said contract.
- III. Wherever the value of security instruments like EMD, Performance Security available with BHEL-PEM against the said contract is 10% of the Contract Value or more, such security instruments to the extent of 10% Contract Value will be encashed.
- IV. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered from other financial remedies i.e. available bills of the Supplier, retention amount, from the money due to the Supplier etc. with BHEL-PEM.
- V. In case the amount recovered under clause no. IV above is not sufficient to fulfil the amount recoverable then the 10% of the contract value or the balance amount, as the case may be, will be recovered from any money(s) payable to Supplier under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- VI. In case the amount recovered under clause no. IV & V above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to the Supplier.
- VII. If Supplier fails to deposit the balance amount within the period as prescribed in demand notice, Legal action shall be initiated for recovery against the defaulted Supplier.
- VIII. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that Buyer would incur in completion of balance contractual obligation of the contract through any other agency and Buyer will not be required to furnish any other evidence to the Supplier for the purpose of estimation of damages.
- IX. However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.



**X.** In addition to the above, imposition of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the Contract.

The defaulting Supplier shall not be eligible for participation in any of the future enquiries floated by Buyer to complete the balance work. The defaulting Supplier shall mean and include:

- (a) In case defaulted Supplier is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole Proprietor.

**31. CONFLICT OF INTEREST**

All Suppliers are required to submit the declaration regarding Conflict of Interest as per Annexure - H, duly signed & stamped by the authorized signatory of the Supplier.

**32. For compliance to restrictions under rule 144 (xi) of GFR 2017, the Supplier has to provide undertaking in the format provided in Annexure – G. Registration of the Supplier (as applicable) with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the Bids/Offer.**

**33. Bidders to note the following w.r.t. Price Format:**

- a) Bidder to quote non-zero Freight charges in percentage (%) of their quoted Total Ex-Works prices.
- b) Bidders to mention applicable GST rate on (total ex-works + freight) in the specified cells of price schedule. However, may please note that GST shall not be considered in the evaluation.
- c) For better clarity to the bidders where value/details are to be filled is kept open in price form at e-procurement portal and for other columns it is locked.
- d) Incomplete/late offers shall not be considered.

**34. BILL TO/ SHIP TO ADDRESS:**

**BILL to:**

BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P., INDIA  
 (GST Registration No. of BHEL-PEM, Noida is as below-  
 GSTIN(Migrated)- 09AAACB4146P2ZC  
 State- Uttar Pradesh)

**SHIP to (Delivery Address):**

Bharat Heavy Electricals Limited  
 BHEL Site Office – Yadadri 5X800 MW, Virlapalem Village,  
 Damarcherla Mandal, Nalgonda – 508208, Telangana  
 GST : 36AAACB4146P1ZG

**Place of Supply/ Services rendered shall necessarily be mentioned as Uttar Pradesh-09 in Tax Invoice/e-Invoice.**

**35.** Bidders have to note that Deviations from NIT are generally not acceptable. Deviations, if any, are to be listed out clearly, as per Annexure-II, of GCC Rev 07, in techno-commercial offer. Any deviation mentioned or shown separately or found hidden in offer, will not be taken cognizance of.

In case of deviations from NIT, the bidder shall give the cost of withdrawal of such deviation in Price Bid, as per **Annexure-II**, Deviation Sheet (Cost of Withdrawal) of GCC Rev-07. For multiple deviations, all deviations are to be mentioned in "Deviation Sheet" and "cost of withdrawal" must be mentioned separately against each deviation.

**36.** 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>

- 1. Techno-Commercial Offer – Part 1:
  - a. Acceptance of GCC Rev. 07 & its Corrigenda 01,02 & 03



- Link: [https://pem.bhel.com/Bhel\\_vendor\\_section.aspx](https://pem.bhel.com/Bhel_vendor_section.aspx)
- Copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
  - Un-Priced price format duly filled in 'Quoted' or 'Q' and required details **Annexure I**
  - Un-Priced Technical & Commercial Deviations, if any # Annexure-II of GCC Rev 07
  - Technical PQR documents, as per **Annexure-B**
  - Vendor credentials, as per **Annexure C**
  - Local Content Certification in line with Make in India circular, as per **Annexure F**
  - Land Border Certification, as per **Annexure G**
  - Conflict of interest: as per **Annexure H**
  - Declaration by MSE suppliers along with Udyam certificate, as per **Annexure I**
  - Declaration regarding Insolvency/Liquidation/Bankruptcy proceedings, as per **Annexure J**
  - Integrity pact, **as per Annexure L**
  - EMD instrument refer Sl. No. 53

- Price Bid (Part 2 - with price details) on e-procurement portal in Priced section only - <https://eprocurebhel.co.in/nicgep/app>.
  - Priced BOQ, Annexure A
  - Priced 'Cost of Withdrawal' of 'Technical & Commercial Deviations', if any # Annexure-II of GCC Rev 07.

**37.** Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Refer following webpage "<https://eprocurebhel.co.in/nicgep/app>" for participating in tender enquires through e-procurement.

**38.** If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.

**39.** All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only (<https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our website from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.

**40.** 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.

**41.** Payment of detention charges shall be as per **Annexure K**.

**42.** LR/RR date for indigenous supplies shall be treated as the date of dispatch for delay analysis and levying LD. Deduction of LD from vendor bills shall be on proportionate basis. However, it shall be vendor's responsibility to ensure material receipt at site for indigenous supply within maximum validity of E-waybill as per extant Government GST Law.

**43. TERMS OF DELIVERY:** Terms of delivery shall be F.O.R. dispatch station

#### **44. REGISTRATION IN BHEL-PEM**

For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM get themselves registered in 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 <https://supplier.bhel.in/> All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

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

**46. Overall (%) quantity variation:** (+/-) 30% of contract value as per clause No. 6.0 of General Commercial Terms & Conditions of GCC Rev. 07.

**47. CONTACT PERSON DETAILS DURING TENDER & PRE-AWARD STAGE:**

| 1. (DE1/DA1)                                                                                                                                                                                                                                                     | 2. DE2/DA2                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> Manju Sharma<br><b>Deptt:</b> PG II<br><b>Address:</b> BHARAT HEAVY ELECTRICALS LIMITED, PS-PEM, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P., INDIA<br><b>Phone:</b> (Landline/ Mobile): 6396458755<br><b>Email IDs:</b> manju_s@bhel.in | <b>Name:</b> Dheeraj Singh<br><b>Deptt:</b> PG II<br><b>Address:</b> BHARAT HEAVY ELECTRICALS LIMITED, PS-PEM, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P., INDIA<br><b>Phone:</b> (Landline/ Mobile): 9540939726<br><b>Email IDs:</b> dheerajsingh@bhel.in |

**48. CONTACT PERSON DETAILS DURING POST-AWARD/CONTRACT STAGE:**

| 1. (DE1/DA1)                                                                                                                                                                                                                                                      | 2. DE2/DA2                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> Manju Sharma<br><b>Deptt:</b> PG II<br><br><b>Address:</b> BHARAT HEAVY ELECTRICALS LIMITED, PS-PEM, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P. INDIA<br><br><b>Phone:</b> (Mobile): 6396458755<br><br><b>Email IDs:</b> manju_s@bhel.in | <b>Name:</b> Dheeraj Singh<br><b>Deptt:</b> PG II<br><br><b>Address:</b> BHARAT HEAVY ELECTRICALS LIMITED, PS-PEM, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P., INDIA<br><br><b>Phone:</b> (Mobile) : 9540939726<br><br><b>Email IDs:</b> dheerajsingh@bhel.in |

**49.** BHEL remains steadfastly committed in ensuring the smooth and timely processing of supplier payments. To further strengthen our partnership and enhance transparency, pls find below the escalation matrix for payment-related queries. If a payment concern is there, pls escalate the matter in following order:

| Level   | Authority             | Name              | Contact Email id        | Contact No. |
|---------|-----------------------|-------------------|-------------------------|-------------|
| Level 1 | Dealing Officer       | Ms. Manju Sharma  | manju_s@bhel.in         | 8439458336  |
| Level 2 | Nodal Officer         | Mr. Dheeraj Singh | dheerajsingh@bhel.in    | 9540939726  |
| Level 3 | Appellate Authority 1 | Ms. Naina Singh   | nainasingh@bhel.in      | 9911542969  |
| Level 4 | Appellate Authority 2 | Mr. I P Singh     | indra.pal.singh@bhel.in | 9818989654  |

**50. 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 at sl. no. 47 & 48.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the BHEL SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/> . Responses will be provided in accordance with the defined escalation matrix.

51. 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%".

**52. Integrity Pact: Applicable**

- a. IP is a tool to ensure that activities and transactions between the Company and its Suppliers/ Supplier are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

| Sl. | IEM                                  | Email                                          |
|-----|--------------------------------------|------------------------------------------------|
| 1   | Dr. Sarat Kumar Acharya, Ex-CMD, NLC | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> |
| 2   | Shri R. Mukundan, IRPS (retd.)       | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> |
| 3   | Shri Madan Lal Meena, IAS (Retd.)    | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |

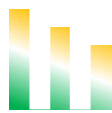
- b. The IP (format enclosed as Annexure- L) to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those Suppliers who have entered into such an IP with Buyer would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

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's officials whose contact details are given at sl. no. 47.

**53. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**
**A. Modes of Deposit:** EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at sl. no. 54 below
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of "Bharat Heavy Electricals Limited" and payable at Delhi/NCR
- (iii) Fixed Deposit Receipt (FDR) 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 marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final Bid Validity period.
- (iv) Bank Guarantee from any of the Scheduled Banks as per Annexure -M. In such cases shall be valid for a period of 45 (forty-five) days beyond the final Bid Validity period



**(v) Insurance Surety Bonds as per Annexure-N.**

In case the EMD is more than Rs. Two lakh and submitted by Foreign Suppliers, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt. no. A (i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.

EMD shall not carry any interest.

**B. Forfeiture and Release/Return of EMD:**

- i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.
- ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at <https://www.bhel.com/supplier-registration>.
- iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30<sup>th</sup> day after the award of the Contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).

**54. BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION**

1. For Electronic Fund Transfer the details are as below:

Name of the Beneficiary: BHARAT HEAVY ELECTRICALS LIMITED

Bank Particulars:

Name of the Company - BHARAT HEAVY ELECTRICALS LTD.

Address of the company - verBHEL HOUSE, SIRI FORT, NEW DELHI-110003

Name of the bank - STATE BANK OF INDIA

Bank branch - CAG-II NEW DELHI (17313)

City - NEW DELHI

Branch code - 17313

Account Number - 39922687394

Account Type - CASH CREDIT

IFSC code - SBIN0017313

MICR code - 110002562

2. List of Consortium Banks of BHEL is placed at following link:  
[https://pem.bhel.com/Bhel\\_vendor\\_section.aspx](https://pem.bhel.com/Bhel_vendor_section.aspx)

**55.** The offers of the bidders who are on the debarred list (list of debarred firms available on <https://tenders.bhel.com/tenders> & [https://pem.bhel.com/Bhel\\_vendor\\_section.aspx](https://pem.bhel.com/Bhel_vendor_section.aspx) ) and also the offers of the bidders, who engage the services of the debarred firms, shall be rejected.

The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" are applicable & placed at <https://www.bhel.com/supplier-registration>

**56.** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://www.bhel.com/sites/default/files/fraud-prevention-policy-1474687435.pdf> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**57.** All other terms and conditions shall be as per NIT letter, GCC Rev. 07 and Corrigenda 01, 02 & 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  
Dheeraj Singh  
Sr. Manager/ PG II/ PEM Noida

**Dheera  
j Singh**  
Digitally signed by Dheeraj  
Singh  
DN: cn=Dheeraj Singh,  
o=BHEL, ou=PEM,  
email=dheerajsingh@bhelin,  
c=IN  
Date: 2026.10.19 12:43:54  
+05'30'