



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी 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- 77/24/6096/SEE

Date -7-Apr-25

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	AIR TRAPS		
3. Project	Framework Agreement (Rate Contract) of AIR TRAPS		
4. Executing Agency	BHEL-PEM		
5. Mode of Enquiry	E - PROCUREMENT		
6. Nature of Package (Divisible/Non-Divisible)	Divisible		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	17.04.2025	12:00 IST
	For P-1 bid opening	17.04.2025	16:00 IST
9. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount	NA
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII	50% - Class-I Local Supplier & 20% - Class-II Local Supplier		
12. Technical Scope	As per Technical specification No: PE-TS-020-555-M011		
13. Pre-bid Clarification	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time.		
14. Prequalification Requirements	Financial PQR- NA		Technical PQR- YES
15. Delivery terms for Supply	FOR Despatch Station		
16. Delivery Schedule:			
A. Main Supply & Commissioning Spares (if any)	155 days from the date of PO.		
B. Mandatory Spares	90 days from BHEL clearance date.		
Notes:			
a. Supplier to start manufacturing/supply only after getting the applicable Primary engineering Drgs. /docs approved from BHEL/End Customer.			
b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-TS-020-555-M011) which shall be used for progress monitoring purpose and required course correction, if any.			
c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet			

the completion schedule.

- d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

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

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 point no.3, 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.

2.1 Contract for main supply shall be valid for 270 ('C') days from the PO date. In case of more than 2 units, validity period will be increased by supply time considered for subsequent units. 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 main supply: A (in days)

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

Contract validity: C+B (in days)

Notes:

- B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

3.0 Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the 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: -

- Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- 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.
- Delay in providing engineering input/material by BHEL.
- Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
- Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

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

17. Liquidated Damages (LD):

a) **Liquidated Damages (For Main Supply):** Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the undelivered portion of main contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

b) **Liquidated Damages (For Mandatory Spares Supply):** Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the undelivered portion of mandatory spares contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of mandatory spares contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

Note- Total LD (main supply & Commissioning Spares + mandatory spares) shall be limiting to 10% of cumulative total contract value (main supply & Commissioning Spares + mandatory spares) excluding GST.

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

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

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

20. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure-I to NIT. All suppliers shall quote as per the price variation formulae in NIT.

- For reference dates (base date and end date for PVC), please refer the price variation formulae in NIT.
- The price variation shall be limited to + 20% of Ex-Works Value actually supplied and -ve (negative) price variation shall be unlimited.

21. CIF Content Not Available

22. Integrity Pact Applicability Yes,
Following Independent External Monitors (IEMs) have been appointed by BHEL -
Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)
Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)
Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

23. 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.

24. Payment terms:

As per clause No. 9.1 of General Commercial Terms and Conditions of GCC, Rev 07 i.e.

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below:



On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A) of GCC Rev 07), duly certified by Engineering Department of Purchaser.

Note:

Payment will be released within days as mentioned below after submission of complete documents:

- 90 days for non MSME as per MSMED Act
- 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

25. Clause no 9.6 (excluding Notes) of GCTC of GCC Rev. 07 shall be read as-

"Suppliers 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 9.7.2 - 9.7.5:

- 90 days for non-MSME as per MSMED Act.
- 45 days for Suppliers qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act.
- 60 days for Suppliers qualified as Medium Enterprises as per MSMED Act.

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

27. Reverse Auction:

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

Price Bids of all the Techno-Commercially qualified Suppliers shall be opened and same shall be considered as initial bids of Suppliers in RA. In case any Supplier(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

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

28. Supplier to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:

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

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

29. Performance Security (PS)

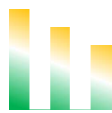
PS Applicability

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

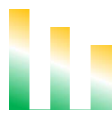
However, Suppliers to note that Performance Security shall be submitted for orders placed by the concerned Purchase Groups of concerned BHEL unit on the Framework Agreement (Rate Contract).

Successful Supplier/s will have to submit Performance Security for each POs (irrespective of value) which will be placed under the Framework Agreement (Rate Contract) finalized through this tender considering FA (RC) as original contract as per the format given in GCC Rev 07.

		Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) are as following:
	I	Initially 10% of the contract value (total Ex-works price). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit. 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.
		OR
	II	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 main supply based on certification by Purchasing Department of BHEL unit. 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.
	Validity of PS	As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07.
	PS Submission	PS should be in favour of concerned BHEL unit. Supplier may opt any of the following for submission of Performance Security: -
	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 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 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. (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 PS:	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 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. c) However, Performance Security validity is to be extended based on the actual delivery of package. The Performance Security shall not carry any interest.
30. Breach of contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on contract mentioned anywhere in GCC Rev07 and its Corrigendum)	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments: (i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) 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 (PEM). (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 Supplier of GCC Rev 07. Further, following shall be taken into consideration for submitting bids by Suppliers: • For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make In India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, the same shall be applicable even if issued after the issue of tis NIT, but before opening of Part-II bids against the NIT. • Minimum Local Content prescribed for AIR TRAPS package by Nodal Ministry is 20% 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 Class-I & Class-II Local suppliers having Minimum local Content of 50% & 20 % respectively. • 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) shall be essentially submitted by supplier along with their offer as per clause no. 09 of Public Procurement (Preference to Make in India) order 2017 dated 19.07.2024		
32. Purchase preference to MSE Supplier: Yes.		



33. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate contract) is proposed for Two (02) years from placement of Framework Agreement (Rate contract) Purchase Order with a provision for further extension after review on mutual consent.
- b. Framework Agreement (Rate contract) is to be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR site price (Ex-works + freight) for this package. However, Purchase orders placed for a project on the basis of Rate Contract shall not be split. Details of Framework Agreement (Rate contract) order splitting shall be as per following:
 - GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable for order splitting (in the ratio of 70:30) and order finalization.
 - L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified Suppliers and order splitting in ratio of 70:30 shall be done in line with GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
 - In case acceptance of counteroffer is received from more than two Suppliers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
 - In case acceptance of counteroffer is received from only one Supplier then splitting shall be done in the ratio of 70:30 between L1 vendor and the supplier who accepts L1 vendor rates.
 - If none of the Supplier accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor 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 applicable as (+)30% & (-) ve (negative) variation shall be unlimited of the contract value.

37. Tentative quantity for the package required for prospective projects is made part of tender enquiry. However, Suppliers to consider delivery anywhere in India while quoting for this enquiry. List of prospective projects is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective projects/ existing projects during validity of Framework Agreement (Rate Contract) period.

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, Purchaser 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 of Work	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 falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

40. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

41. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

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

43. Supplier to quote single non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

44. All Suppliers to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

45. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

46. All Suppliers to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Supplier is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

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/ Contractor:

1.2.1 The Supplier/ supplier/ contractor 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/ contractor 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/ contractor 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/ contractor 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/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

48. A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common;' or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Supplier; or
- e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal,'

or

- g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare such sister/ common business/ management units in same/ similar line of business. "

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

50. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQRs (Part of Tech. Spec.)
- Bank Guarantee Format
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

51. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

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

Vijay Pratap Chauhan /Addl.Engr. GrII- CMM
M/s Bharat Heavy Electricals Ltd.,

Seema Khatri / Sr. Manager- CMM
M/s Bharat Heavy Electricals Ltd.,




BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

	Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: vpchauhan@bhel.in Contact No.: 7827435728	Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: seemakhatri@bhel.in Contact No.: 9818216691	
52. Terms & Conditions: - The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev 07 & Corrigendum 01 and Corrigendum 02 to GCC Rev-07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.			
53. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev 07 & Corrigenda-01 and Corrigenda-02 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

Seema Khatri
Sr. Manager/ CMM/ PEM Noida

		UNPRICED SCHEDULE OF AIR TRAPS FRAMEWORK AGREEMENT										PE-TS-020-555-M011												
												Issue No.. 01												
												Rev. No. 00												
												Date: 18.03.2025												
1	2	3	4	5	6	7	8	9	10	11	12	13												
SL. NO.	DESCRIPTION	Body Matl.	Internals	Working Press. (kg/sq.cm)	Working Temp. (deg. C)	Condensate discharge capacity (Kg/Hr)	End Connection pipe Size (NB)	End Connection	SPECIAL FEATURE	Quantity MAINS (Nos.)	MANDATORY SPARES Complete Trap assly / Complete Y-type strainer assly (Nos.)	Remarks	%allocation for main traps/strainer of Total price	Unit Ex-works Price (Mains)	Total Ex-works Price of Mains	Unit price of mandatory spares (same as main valves)	Total price of Mandatory Spares	TOTAL Ex-works Price of Mains & Mandatory spares	Freight Charges (excluding GST) @ ____% of Total Ex-Works	Freight Charges (excluding GST) (Rs)	Applicable GST Rate @ ____% (on "Total Ex-Works + Freight")	GST (Rs)	TOTAL F.O.R. SITE PRICE including Mandatory Spares (Rs)	
1	a.	BALL FLOAT AIR TRAP (WITHOUT STRAINER) COMPLETE ASSLY.	CAST CARBON STEEL AS PER ASTM A216 Gr. WCB	SS 304	8	50	1000	25	SCREWED FEMALE THREAD AS PER IS 554	HOT DIP GALVANIZED	985	32	Refer Page No. 8 for Galvanization Details	68.09	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00		₹ 0.00		₹ 0.00	
	b.	EXTERNAL "Y" TYPE STRAINER COMPLETE ASSLY.	CAST CARBON STEEL AS PER ASTM A216 Gr. WCB	SS 304	8	50	1000	25	SCREWED FEMALE THREAD AS PER IS 554	HOT DIP GALVANIZED	985	32		31.91	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00		₹ 0.00		₹ 0.00	
													100.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00		₹ 0.00		₹ 0.00		₹ 0.00

NOTES:

1. VALUE IS TO BE FILLED ONLY IN CELL HIGHLIGHTED "YELLOW". UNIT PRICE OF ALL ITEMS SHALL BE DERIVED BY BHEL AS PER % ALLOCATION SPECIFIED. SPARES PRICES SHALL ALSO BE DERIVED BY BHEL AS PER % ALLOCATION SPECIFIED.

2. FURTHER, SINCE MANDATORY SPARES IS COMPLETE TRAP, THE UNIT PRICE OF SAME SHALL BE CONSIDERED SAME AS MAIN TRAPS. ACCORDINGLY TOTAL PRICE OF MANDATORY SPARES SHALL BE CALCULATED AUTOMATICALLY (MARKED IN GREEN)

3. Ball float air traps without strainers are used with external "Y"-type strainers. In this case traps and external "Y"-type strainers will be considered as single unit for ordering. Offers will only be considered when both the items are quoted.

4. For detailed material of construction refer page 4 of Technical Specification.

5. Inlet & outlet size of Air Trap & Strainer (both) shall be matched with connecting pipe size by bidder. Bidder to consider all reducer/expander as required, in their scope.

6 Bidder may also offer model of higher condensate discharge capacity.

7. Equivalent/ superior material is also acceptable.

Total Price Ex-works of main valves	₹ 0.00
Total Price Ex-works of Mandatory Spares	₹ 0.00

[illegible]

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR AIR TRAPS

1. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of AIR TRAPS required at various BHEL project sites on behalf of various Project Groups. Framework Agreement (Rate Contract) validity for ordering shall be two years from the purchase order for Rate Contract.
2. 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 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.

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <https://bhel.com/supplier-registration>.

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.

3. Framework Agreement (Rate contract) is proposed to be done with 2 suppliers in ratio of 70:30 value wise at L1 F.O.R. Site Price (Ex-works + freight) for this package. However, order for a project shall not be split.
4. Quantity variation shall be applicable as (+)30% & (-) ve (negative) variation shall be unlimited of the contract value. Suppliers shall be informed that the quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
5. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of AIR TRAPS required at various BHEL project sites on behalf of various Project groups. All Suppliers shall note the following: –
 - a) As and when requirement arises, the concerned Purchase Department of respective BHEL unit will place order directly on the Supplier against the Framework Agreement (Rate Contract).
 - b) The drawings/ documents submission & approval, submission of Performance Security/ Performance Bank Guarantee, submission of invoices, processing and release of payment after supply of material, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) contract terms & conditions directly by Purchase Department of respective Project Group, who has placed the Purchase Order against the Rate Contract.
6. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC.
7. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing Purchase Order for a specific project based on the Rate Contract.
8. Price Variation shall be applicable as per ANNEXURE-I of NIT for the subject package.
9. Inspection of materials shall be carried out by BHEL/ CQA and or by Customer or by an Authorized Agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/ Customer MDCC. It is responsibility of Supplier to obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.
10. Supplier shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL.

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR AIR TRAPS

11. Items have to be manufactured as per the specification and supplied strictly in accordance with the approved BHEL/ Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL/ Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.
12. Other terms and conditions shall be as per Standard Technical Specification no. PE-TS-020-555-M011, GCC Rev. 07, Corrigenda 01 & Corrigenda 02 to GCC Rev 07 and Enquiry Letter.
13. This Enquiry is subject to Conditions/ limits if any imposed in BHEL-PEM PMD/ Supplier registration.
14. Tentative quantity is given in the Enquiry.
15. Suppliers to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Suppliers to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the Supplier as a token of acceptance of all the terms and conditions of tender.
16. The Supplier along with its associate/ collaborators/ sub-contractors/ sub-Supplier/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

LIST OF PROJECTS CONSIDERED FOR
AIR TRAPS FRAMEWORK AGREEMENT

With reference to the proposed execution of FRAMEWORK AGREEMENT of Air Traps, the list of projects considered as on date is mentioned below:

SL. NO.	PROJECT DESCRIPTION
1	2X800MW Lara
2	2X800MW Singrauli
3	1X800MW YamunaNagar
4	1X800MW DarliPalli
5	2x660 MW Talchar
6	1X800MW Sipat
7	3X800MW Talabira
8	2X800MW Koderma
9	2X800MW APL Mahan Ph-II
10	2X800MW APL Mahan Ph-III
11	2X800MW APL Raigarh
12	2X800MW APL Mirzapur
13	2X800MW APL Raipur
14	2X800MW APL Kawai Ph-II
15	2X800MW APL Kawai Ph-III
16	3x800 MW Telangana BTG

Provide below details for recording your bid participation:

1.	PAN number:	
2.	Company Name:	
3.	Registered address:	
4.	Contact person name:	
5.	Contact person number:	
6.	Contact person email:	
7.	GeM ID:	
8.	Whether MSE supplier: If yes, Attach valid Udyam Certificate	(Y/N).

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

Format for Local Content Certificate as per MII order

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name)

for.....(Project Name) offered by M/s(bidder's name)

having its works/office at has local content of%. Further,

it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an

M/s..... qualifies as Class-I local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors

is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India

is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Bank Guarantee 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.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.