Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

(NIT TERMS & CONDITIONS)

Ref Enquiry No.- 77/26/6145/MOH Dtd. 11.09.2026

Due Date
By 03.10.2026
03:00 PM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "LT Switchgear" for 2 X 800 MW DVC Koderma TPS Phase-II

BHEL invites your offers for **LT Switchgear** for scope as described in the various sections of the technical specification for **2 X 800 MW DVC Koderma TPS Phase-II.**

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "**Instructions to Bidders**" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description – LT Switchgear			
Sl. No.	**Project**	**TECHNICAL SPECIFICATION**	**Delivery completion schedule**
1	**2 X 800 MW DVC Koderma TPS Phase-II**	**PE-TS-519-506-E002 REV NO. 00 ISSUE NO. 00**	**As per Documentation Requirement of Technical Specification**

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 03:00 P.M** Part-I (techno-commercial) bids shall be opened **at 04:00 P.M on due date**.

Bidders to note that detailed tender documents have been uploaded on following website: - https://eprocurebhel.co.in

Bidders are requested to upload their best offer on https://eprocurebhel.co.in only. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

1. Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.

2. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

   Part-I: TECHNO-COMMERCIAL BID **Part-II: PRICE BID**
   For detailed instructions, please refer GCC Rev 07- Instructions to Bidders & Corrigenda to GCC Rev. 07.

3. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07, Corrigenda to GCC Rev. 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

Mohit Kumar /Sr. ENGR/ PG-I
PS-Project Engineering Management,
3rd Floor, New Building, BHEL,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-7503530406

https://pem.bhel.com/Documents/GCC/GCCRev07.pdf
https://pem.bhel.com/gcc.aspx

4. Bidders to note that following form the part of tender documents:
   a. Enquiry terms & conditions (NIT)
   b. Technical PQR and Financial PQR
   c. Special Conditions of Contract (SCC Rev. 00) of Project.
   d. General Conditions of Contract (GCC) Rev 07 & corrigenda to GCC Rev. 07 comprising of: **Instructions to Bidders (ITB)** and **General Commercial Terms & Conditions (GCTC)**
   e. Technical Specification and BOQ

5. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.

6. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.

7. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**

8. Unsolicited fresh/revised bids shall not be entertained.

9. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.

10. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

11. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).

12. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Mohit Kumar **Sr. ENGR, PG-I** **E-mail: mohitgupta@bhel.in** **Mob: 7503530406**	**Mr. Shri Prakash Yadav** **Sr. Manager, PG-I** **E-Mail: spyadav@bhel.in** **Mob: 9911775641**
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, 3rd Floor, New Building, BHEL, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA	

13. **Pre Bid Detail(s) : Pre-bid meeting shall be scheduled on 21.09.2026 at 11:00 AM, BHEL, Noida office address as above.**

14. Evaluation shall be done on Total Cost to BHEL basis excluding GST.

15. Integrity Pact: Integrity pact is applicable for subject package.

    (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors 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.

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

    (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno- commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL 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 provided in the NIT."

16. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause:** -

    Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017, dated 19.07.2024.

    This package is not divisible in nature**.** The minimum local content to qualify as a class 1 local supplier is 60%.

    Bidders are required to provide the following along with the Part-1 bid: -

    Provide a certificate (as per Annexure-7) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
    Please submit the extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year.

17. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. Margin of purchase preference is 15%. 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 100% of total quantity.

18. Bidder to note that this is a conditional Open tender enquiry subject to following conditions: -
    a. Meeting of Technical and Financial PQR
    b. Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
    c. Offered item should mandatorily conform to PP-MII order provisions.
    d. Approval of vendor from end Customer (DVC) shall be taken up by BHEL-PEM.

    "Bidders who are not approved from end customer should furnish the credentials as per sub-supplier questionnaire."

19. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 or subsequent circulars (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP subsequent circulars shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.

20. CIF is not available for this package.

21. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com →vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.

22. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only (https:// 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.

23. 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.

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

    Note: This item/Package/system falls under the list of items defined in Para 3 of Ministry of Finance guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence criterion of prior experience shall be same for all Suppliers including startup/MSME. However, Annual Turnover Criteria shall not be applicable for Micro and Small Enterprises and Startups recognised by DPIIT.

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25. PVC shall be applicable for this enquiry for PMCC / PCC / MCC / ACBD / DCDB only as per IEEMA circular (https://ieema.org/wp-content/uploads/2020/07/lvswgr-jan-2019.pdf). PVC Ceiling limit shall be positive (+ve) 20% of Ex-works price and negative (-ve) unlimited. Price variation is not applicable for AC MCCB Box, DC MCCB Box, HMI system, Numerical Relay, IMCC and Wireless Temp Monitoring System - Networking Hardware, Numerical Relay, IMCC, Wireless Temp Monitoring and HMI system - commissioning, Tools & Tackle, Site Modification, E&C spares & Mandatory Spares.

26. Overall (%) variation in contract values (due to changes in the scope) shall be applicable up to (-) 30% to (+) 30% of the total contract value".

27. **Delivery & Payment terms:**

SCOPE	DELIVERY	PAYMENT TERM
BOARDS/AC/DC MCCB Box (Item nos. A.1-A.56 of BOQ-CUM-Price Schedule for LT Switchgear)	Lot shall be released along with Cat-1 approved drawings/ documents applicable for the lot. Delivery time of the **first lot** shall be **150 days** from date of release of lot or date of issue of applicable Cat-1 approved drawings/ documents whichever is later. Further, delivery time of each **subsequent lot** shall be **120 days** from date of release of lot or date of issue of applicable Cat-1 approved drawings/ documents whichever is later. (Refer "Documentation Requirement" sheet of Technical Specification).	As per Clause 9.1.1 of GCTC of GCC Rev. 07
HMI SYSTEM	Within 30 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
NUMERICAL RELAY, IMCC AND WIRELESS TEMP MONITORING SYSTEM-NETWORKING HARDWARE	Within 60 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
NETWORKING HARDWARE FOR WIRELESS TEMPERATURE MONITORING SENSOR	Within 60 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
TOOLS & TACKLES	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
SITE MODIFICATION	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.5 of GCTC of GCC Rev. 07
NUMERICAL RELAY, IMCC AND WIRELESS TEMP MONITORING AND HMI SYSTEM - COMMISSIONING (Annexure-E)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.4 of GCTC of GCC Rev. 07

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E&C SPARES (Annexure-F)	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
Mandatory spares (Annexure-G)	Within 4 months from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07

28. **Guarantee Period**: Guarantee Period shall be as per clause no. 12 of General Commercial Terms & Conditions (GCTC) of GCC Rev. 07.

29. **Minimum E&C Charges**: Total Erection & Commissioning Charges (excluding GST) for HMI System & Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System should be minimum 20% of the total quoted price of the HMI System and Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for remaining scope of contract will not be changed.

30. **Performance Security:**

I. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty upon certification by PG.
OR
5% of the contract value (total Ex-works excluding PVC). 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 Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty upon certification by PG.

II. Initial validity of performance security shall be 26 months from PO date. Further, extension shall be in order to cover the entire guarantee period.

III. Performance Security @ 5% of contract value can be proportionately reduced after completion of Guarantee Period Lot-wise/Unit-wise/Stage-wise/Set-wise/Scope) subject to the units/sets/stages/Scope being explicitly specified in delivery terms in the contract.

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).

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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/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Forfeiture of 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.
b) PS 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) The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

This clause shall prevail over clause no. 11.0 of GCTC of GCC rev 07.

31. **Earnest Money Deposit**: EMD amount shall be Rs. **40 Lakh.**

EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit: -

The EMD may be accepted only in the following forms:

i. Electronic Fund Transfer credited in BHEL account (before tender opening)
BHEL-PEM account details are as follows:
Bank name, State Bank of India
Account No: 39922687394
IFSC: SBIN0017313
BRANCH-CAG II NEW DELHI
ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).
iii. Fixed Deposit Receipt (FDR)
iv. Bank Guarantee from any of the Scheduled Banks.
v. Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD

a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors

(abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

c) Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.

d) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

e) EMD shall not carry any interest

32. **Evaluation Conditions: (Reverse Auction) –**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com and https://pem.bhel.com) for this tender as per latest reverse auction guidelines AA:SSP:RA:00 dated 05.12.2024. 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 envelope price bid along with applicable loading, if any, shall be considered for ranking.
"Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07 & its Corrigenda 01.

33. **Liquidated Damages:**

Main Supply : Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Main Supply goods/stores within the period stipulated in the Order/ Contract. Additional Qty. (provided separately under Qty. var. clause of contract) shall be considered as separate Main Supply lot for LD purpose.

Services (including commissioning & site modification): For delay in deputing service engineer, LD shall be applicable @ ½ percent of the unexecuted services portion of order/ contract value (excluding element of taxes) per week or part thereof. However, total LD (Main Supply + services) shall be limited to 10% of cumulative total contract value excluding excluding GST.

Mandatory Spares: LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

Tools & Tackles: - LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of **Tools & Tackles** excluding GST.

E&C Spares: - LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of **E&C Spares** excluding GST.

LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR

(PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose. Deduction of LD from the Supplier's bills shall be done on proportionate basis.

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).

34. **Validity of contract (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, 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.

34.1. Validity of the contract for Main supply, E &C Spares, tool & tackles including quantity variation: -

- Contract validity shall be 2 years for supply & 3 years for site modification (including supply required for modification). 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.

34.2. Validity of the contract for supply of mandatory spares/ services -applicable in the contract: -

- Validity of contract for services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 34.1 above.

Notes:

a. Main supply including quantity variation, Mandatory Spares, E&C Spares, tool & tackles /services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.

b. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

35. **Delivery Extension: Extension of contractual delivery time: -**

Delivery time mentioned in the NIT includes 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) Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC Rev 07 terms.
(ii) Delay in providing engineering input/material by BHEL.
(iii) 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.

36. **Breach of Contract, Remedies and Termination**:

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 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 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.
Above mentioned clause shall be considered in place of Risk & Cost clause of GCC Rev 07.

37. Bidder to furnish the undertaking for conflict of interest as per enclosed Annexure-11.

38. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	***SC/ST Owned***	***Women Owned***	***Others (excluding SC/ST & Women Owned)***
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

39. **Grievance Redressal Mechanism**: -

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

First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.

Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.

40. **Limitation of liability & Consequential Damages**

Limitation of liability: - Maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Purchase order and/ or Contract shall not exceed the amounts actually received by the Seller under the Purchase order and/ or Contract, maximum to 100% of the total contract value

Consequential Damages:- that In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages.

41. MSME / Start-up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further, PEM is already registered with TReDS Platform. You are requested to get registered with TReDS Platform to avail the facility as per GOI guidelines.

42. The facility for online invoice registration and document upload has been enabled in the SUVIDHA Portal (https://suvidha.bhel.in/suvidha/) for all BHEL Suppliers and Contractors.
With effect from 01-October-2025, it is mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.

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

44. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on "www.bhel.com" for participating in tender enquires through e-procurement.

45. **ESCALATION MATRIX FOR SUPPLIER'S PAYMENT RELATED ISSUES**

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

Level	Authority	Contact e-mail id	Contact No.
Level 1	Dealing Officer	mohitgupta@bhel.in	7503530406
Level 2	Nodal Officer	shamikgupta@bhel.in	9716336332
Level 3	Appellate Authority 1	spyadav@bhel.in	9911775641
Level 4	Appellate Authority 2	r.tivari@bhel.in	9810371558

46. **GUIDELINES FOR PAYMENT OF DETENTION CHARGES FOR PEM'S BOIs**

A) Detention charges shall be paid extra if the vehicles are not unloaded/ released beyond free period owing to reasons attributable to BHEL/Customer site. 'free time' and detention charges shall be as follows:

Sl. No.	Vehicle type	Free time in days	Detention charges per day (Rs.)
i	ICV/LCV/HCV/Truck/ Multi-axle vehicle. Open body	3	1000

ii	Mechanical Trailers up to 28T	3	1200
iii	Mechanical Trailers above 28T	3	1500

B) Free Time (in days) includes the day of arrival at Halt station but excludes the day of exit.

C) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as date of reporting of vehicle.

D) Total detention charges shall be limited to 50% of basic freight charges (at actual limited to the value mentioned in PO/ Contract) of respective consignment.

E) **Illustration of Calculation of Detention Days:**
If the vehicle reached the site for unloading and made IN entry on 01.01.2026, then free period (3 days) will be up to 03.01.2026. If the Exit Entry of vehicle is made on 06.01.2026, then detention will be calculated excluding 06.01.2026 and free period (3 days) and two days will be eligible for detention.

F) **Payment of Detention Charges**
Detention charges at unloading point at sites shall be paid based on Gate entry at site with certification duly signed and stamped by BHEL Site MM site personnel. In case the vehicle reached at site and the site security/ site officials are not allowing the vehicle to enter the site., the date of arrival of vehicle at site, based on GPS report (GPS report should have vehicle details to ensure genuineness) will be considered as the date of reporting at site for calculation of detention charges duly certified BHEL site MM personnel. For claiming detention charges against GPS report, vendor to immediately intimate through mail to concerned PEM's Purchase personnel along with GPS report. Supporting document such as RC of vehicle shall be submitted along with the invoice for authentication of vehicle type.

No detention charges shall be payable, if the delay in receipt & unloading of the materials at site is attributable to the transporter.

47. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT:

- Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigenda to GCC Rev. 07
- Acceptance of Special Conditions of Contract (SCC Rev. 00) for the project
- Technical & Commercial Deviations if any along with Cost of withdrawal in Annexure-II of GCC Rev 07
- Technical Pre-Qualifying Requirement (Tech PQR)
- Financial Pre-Qualifying Requirement (Fin PQR)
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed
- Unpriced price format duly filled in 'Quoted" or 'Q' in each column/row.
- Declaration by authorised signatory regarding authenticity of submitted documents (Annexure-2)
- Non-disclosure certificate (Annexure-3)
- Signed Integrity Pact (Annexure-4)
- Declaration of related firms and their area of activities (Annexure-5)
- Declaration for relation in BHEL (Annexure-6)
- Certification regarding local content (Annexure-7)
- Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 (Annexure-8)
- Bank Guarantee for Earnest Money Deposit (Annexure-9)
- Undertaking for Conflict of Interest (Annexure-11)

- Declaration by MSE suppliers regarding ownership structure along with UDYAM Certificate (Annexure-12)
- Insurance surety bond towards bid security (Annexure-13)

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

Please note that all correspondence from BHEL-PEM before Part-I opening shall also be part of NIT.

Thanking You

Yours faithfully,
For and on behalf of BHEL-PEM

Digitally signed by MOHIT KUMAR
DN: c=IN, o=Bharat Heavy Electricals Limited, ou=Department of Heavy Industry, postalCode=201301, l=Gautam Buddha Nagar, st=Uttar Pradesh, street=BHARAT HEAVY ELECTRICALS LIMITED, PLOT NO - 25, HRDI BUILDING, CDT, 2ND FLOOR HALL SEC - 16A, NOIDA, 2.5.4.20=3c1b79d19acee42b37a0b6cbc90e5b2abb0ae18d2a6ae4634d408a30eae97c22, serialNumber=b1c76d45a7e08996c6b2eaac2f1f0ed6c4f0f10d88670c8f8f19dccf1525122d, email=mohitgupta@bhel.in, cn=MOHIT KUMAR

Mohit Kumar
(Sr. ENGR/PG-1/ BHEL PEM)

<u>Enclosures</u>:

1. Technical Specification No. **PE-TS-519-506-E002, ISSUE NO. 00, REV NO. 00**
2. Technical PQR and Financial PQR
3. Unpriced format (Annexure-I)
4. Unpriced Deviation schedule - Cost of withdrawal (Annexure-II)
5. Declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings (Annexure-1)
6. Declaration by authorised signatory regarding authenticity of submitted documents (Annexure-2)
7. Non-disclosure certificate (Annexure-3)
8. Signed Integrity Pact (Annexure-4)
9. Declaration of related firms and their area of activities (Annexure-5)
10. Declaration for relation in BHEL (Annexure-6)
11. Certification regarding local content (Annexure-7)
12. Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 (Annexure-8)
13. Bank Guarantee for Earnest Money Deposit (Annexure-9)
14. Bank Guarantee for performance security (Annexure-10)
15. Undertaking for Conflict of Interest (Annexure-11)
16. Declaration by MSE suppliers regarding ownership structure along with UDYAM Certificate (Annexure-12)
17. Insurance surety bond towards bid security (Annexure-13)
18. Insurance surety bond towards performance security (Annexure-14)
19. Check List (Annexure-A)
20. SCC Rev 0
21. Sub vendor Questionnaire
22. Reference Board Price Estimation Sheet