

REF: BPL/CMM/FE/DGFT/CONSULTANT/2026-27

TENDER FOR APPOINTMENT OF DGFT CONSULTANT

REF NO: BPL/CMM/FE/DGFT/CONSULTANT/2026-27



LAST DATE & TIME OF SUBMISSION

: 10.07.2026

: 11:00 am

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GENERAL INFORMATION

Bharat Heavy Electricals Limited (BHEL) is an integrated Power Plant equipment manufacturer and one of the largest engineering and manufacturing companies in India. BHEL is a public sector enterprise under Ministry of Heavy Industries, Government of India. Company has 16 manufacturing units, 2 repair units, 4 regional offices, various active joint ventures, regional marketing centers and overseas office to execute and service 150+ project sites (across India & abroad). Company has global footprint with reference in 84 countries.

Heavy Electrical Plant (HEP) Bhopal of BHEL is one of the oldest and biggest manufacturing units having state-of-art technology and ultra-modern manufacturing facilities. BHEL Bhopal manufactures and supplies wide range of equipment from Power plants, transmission, Industry, Transportation (Railways), Renewable energy, Oil & Gas and Defense sectors.

BHEL Bhopal desires to empanel Consultant in Foreign Trade Policy (FTP) and Customs laws. Role of consultant will be to coordinate with Customs house, DGFT Regional Authority (RA), Head office including various DGFT committees and to facilitate BHEL in various activities and procedures under purview of FTP and Customs laws. Detailed scope is covered in Section-II of tender document.

Names & addresses of the Contact Persons for this tender are:

S. No.	Name and Address	Phone Nos. & Email
1.	Mr. Madhurendra Manderwal Dy. General Manager (CMM-FE) 2 nd Floor, ADM Building, BHEL, Piplani, Bhopal - 462022	Ph. No.: 0755-2505210 Email: madhurendra@bhel.in
2.	Ms. Neha Manager (CMM-FE) 2 nd Floor, ADM Building, BHEL, Piplani, Bhopal - 462022	Ph. No.: 0755-2502499 Email: nehasingh@bhel.in
	Common Email ID : mmfe.bpl@bhel.in	

SECTION – I
GENERAL TERMS AND CONDITIONS

1.0 THE FOLLOWING TERMS SHALL HAVE THE MEANING HEREBY ASSIGNED TO THEM EXCEPT WHERE THE CONTEXT REQUIRES OTHERWISE:

- 1.1 "BHEL" shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110049, India or its Authorized Officers or its Engineers or other Employees authorized to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or group of individuals who enter into Contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.3 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement, the Work Order, the accepted Appendices of Rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the Drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.4 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.5 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions, Conditions, Technical Specifications / Requirements, Appendices, Site Information and Drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidders are required to submit their offer.
- 1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.7 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any BHEL employee, Association, Body, or Individuals, whether incorporated or not.
- 1.8 **Date of commencement of work:** As per date of Letter of Award (LOA).
- 1.9 **Contract Period :** One year from the date of commencement of work. However, the contract may be extended for one year with mutual consent.
- 1.10 **Volume of work – 10 Licenses (AA or EPCG)**

2.0 COMMENCEMENT OF WORK:

- 2.1 The Contractor shall commence the work on specific intimation from BHEL in writing or at the time indicated in the LOI and shall proceed with the same with due expedition without any delay. If the Contractor fails to commence the work as per the terms of Order / Contract, BHEL, at its sole discretion will have the right to cancel the Order / Contract.

3.0 INVOICES AND PAYMENTS:

- 3.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. All taxes as applicable will be paid separately. All tax elements shall be shown separately in invoice.
- 3.2 All invoices shall be raised without any delay and must be GST compliant tax invoice as per GST invoice rules. The GST element shall be paid extra as applicable on that date of transaction as shown in the invoice. GSTIN details of Contractor as well as BHEL and applicable SAC codes for service rendered shall be clearly indicated on tax invoice.
- 3.3 Contractor to ensure timely remittance of GST as applicable in time as per law. Contractor to ensure compliance to filing of GST returns in-time as per statutory provisions. GST portion of invoice shall be released only upon Contractor declaring invoice in his periodic GSTR, receipt of services by BHEL, and confirmation of payment of GST by Contractor on GSTN portal. In case GST credit is denied/delayed to BHEL due to non/delayed receipt of tax invoice or expiry of timeline prescribed in GST law for availing ITC or any other reason not attributable to BHEL, GST amount shall be recovered from Contractor along with interest levied/leviable on BHEL.
- 3.4 In case Contractor delays declaration of invoice in his return and GST credit availed by BHEL is denied / reversed subsequently as per GST law, GST amount paid by BHEL towards ITC reversal as per GST law shall be recovered from Contractor along with interest levied/ leviable on BHEL.
- 3.5 In case Contractor is exempted from GST from any reason, GST non-enrolment certificate is to be furnished along with **Part-I technical bid**. Bidder to confirm that if any time during any financial year, it becomes

requirement or liability of bidder to register under the GST, bidder would provide all the requisite documents and information. Bidder should also indemnify BHEL against any loss due to any registration default with the GST.

4.0 RISK PURCHASE:

- 4.1 BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 4.2 If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from alternate sources at the risk & cost of the contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

5.0 OBSERVANCE OF LOCAL LAWS:

- 5.1 The Contractor shall comply with all Laws, Statutory Rules and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 5.2 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

6.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 6.1 All safety rules, codes applied by BHEL shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / materials and work to be performed by him.
- 6.2 The Contractor shall indemnify BHEL against violation of safety laws, rules and regulations while carrying –out operations as required by the contract.

7.0 INSURANCE:

- 7.1 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 7.2 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party / parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 7.3 Labour utilized by the Contractor for handling any work under the contract either in the premises of BHEL or elsewhere shall be treated as the employees of the Contractor and BHEL shall have no liability whatsoever in this regard. Contractor shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of Contractor to comply with this clause and/or any injuries/deaths/damages suffered by their workmen.

8.0 FORCE MAJEURE:

- 8.1 Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosions, epidemics, quarantine restrictions, floods, earthquakes or acts of God, restriction by Govt. Authorities; over which the BHEL or the contractor has no control.
- 8.2 The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed a waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price or whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at mutually agreed price.

9.0 PREVENTION OF CORRUPTION:

- 9.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 9.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of

any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

10.0 BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associates /Collaborators /Sub-Contractors /Sub-vendors /Consultants /Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://bhel.com> and shall immediately bring to notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

11.0 INTEGRITY COMMITMENT:

11.1 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on BHEL website www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof:

11.2 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 bidder(s) in a transparent and fair manner, and with equity.

11.3 Commitment by bidder / Contractor: The bidder / Contractor commit 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 provisions of the Indian Penal code, 1860 or any other law in force in India.

11.4 The bidder / 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.

11.5 The bidder/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.

11.6 If any bidder/Contractor during pre-tendering/tendering/post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct of 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 bidder/Contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

11.7 Preventive checks to eliminate suspected cartel formation between suppliers

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

Declaration by Bidders

We declare that the following family firms or sister concern affiliates/subsidiary firms are participating in the tender no.

1.0

2.0

3.0

I hereby declare on behalf of M/sand family firms or sister concern affiliates/subsidiary forms listed above that we are not indulging in cartel formation for Enquiry no.....

(.....)

For M/s

Seal and sign

12.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

12.1 All questions/interpretations regarding subject matter of the Contract shall be decided by BHEL on the request of the bidder and the decision of BHEL shall be final.

- 12.2** In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- 12.3** In case dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the purchaser.
- 12.4** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, in the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract; then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 12.5** The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal. The cost of arbitration shall be borne as per award of the Arbitrator. Subject to the arbitration in terms of clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 12.6** Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative mechanism for resolution of CPSEs dispute as stated in <https://dpe.gov.in/guidelines/guidelines/chapter/2673>.
- 12.7** In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1) /2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
- 12.8** The bidder shall continue to perform the contract, pending settlement of dispute(s).
- 12.9** **Applicable Laws and Jurisdiction of Courts:** Indian Laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
- 13.0** **CONCILIATION CLAUSE:** Annexure D - model conciliation clause for conduct of conciliation under the BHEL conciliation scheme is enclosed. Bidder to confirm acceptance and submit signed copy of Annexure D along with technical offer.
- 14.0** **INDEMNITY:** The Contractor shall indemnify and keep indemnified BHEL for all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.
- 15.0** **MISCELLANEOUS:** The Contractor shall also carry out and observe the provisions of the Workmen's Compensation Act and Shops and Establishment Act and all other relevant Acts of the Center and the State and any rules made thereunder and also indemnify BHEL against any liability that may be imposed on BHEL for non-observance of any of terms of the aforesaid Workmen's Compensation Act or Shops and Establishment Act or Dock's Labour Act or Child Labour Act or any other acts/ rules /statutes in force.
- 16.0** **GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**
The Contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at BHEL website www.bhel.com. The link for the same is available at <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

SECTION – II

INSTRUCTIONS TO THE BIDDERS & SPECIAL TERMS & CONDITIONS RELEVANT TO THIS TENDER

- 1.0** Sealed bids are invited for scope of services as detailed in the enquiry. Bids should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting / cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid shall be submitted in English language. Relevant enclosure, supporting documents, if any, as required as per Notice Inviting Tender (NIT) condition shall be sent along with technical offer. Rate should be quoted in the Units asked for in the enquiry.

1.1 TECHNO-COMMERCIAL BID – PART I:

Bidder shall sign Annexure-I of Techno-commercial bid in token of acceptance of all the terms and conditions contained in this tender and submit techno-commercial offer, supporting documents and Un-priced signed copy of Price bid in a separate sealed cover. **Techno-commercial bid- Part I will be opened on due date @ 2 pm IST in tender room.**

Pre-Qualification Criteria: Bidder to submit documents and compliances as per attached **Pre-qualification Criteria : Annexure C**. In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may not be accepted.

1.2 PRICE BID- PART II :

Price Bid is to be submitted in the format specified in Section-VI of this tender document. Part-II price bid containing only the price as per format should be kept in a separate envelope.

Bidder should ensure that quoted rate is inclusive of all activities mentioned in price bid (Annexure II). No modifications to the work contained in the items will be allowed.

Rates arrived as per above will remain firm during the contract period.

Quotations other than in prescribed formats will not be accepted under any circumstances.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification, if enclosed in this sealed cover (Price Bid), will be totally ignored and such bids are liable to be rejected.

- 1.3** The envelopes should be clearly superscribed with tender no. **BPL/CMM/FE/DGFT/2026-27** and “TECHNO-COMMERCIAL BID: PART I” or “PRICE BID: PART II”, as the case may. Both envelopes may be put together in a bigger envelope, which should be addressed to **AGM (CMM – FE), Common Materials Management, Bharat Heavy Electricals Ltd., 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022.**

- 1.4** Tender no. **BPL/CMM/FE/DGFT/2026-27**, due date: **10.07.2026** and Bidder’s name must be mentioned on envelope containing both techno-commercial Part I and price bid Part II. Offer must reach tender room latest by **11 am** IST on the enquiry due date. Offers received after 11 am IST of the due date will be termed “LATE” and shall not be considered.

- 1.5** Price Bids of Bidders whose Techno-Commercial Bids are found acceptable will only be opened subsequently, with due information to the qualified bidders. BHEL reserves the right to load offer for any deviations quoted by bidder from the conditions of NIT enquiry.

Last Date of Bid submission :- 10.07.2026 by 11:00 AM

Date of Techno-commercial bid opening :- After 02:00 PM on 10.07.2026

Venue for bids submission/ opening :- Tender Room, Admin Block, Ground Floor, BHEL, Bhopal-462022

Bids can also be submitted through email on email ID mmtender.bpl@bhel.in and shall be posted with due allowance for any delay. Bids received after the due date and time will be treated as LATE OFFER and not be accepted. The techno-commercial and price bid duly sealed-signed scanned copy in the attached format should be sent to the mail id mmtender.bpl@bhel.in only. The techno-commercial and price bid shall be separate attachment in the same mail clearly stating Techno-Commercial Bid and Price bid. The subject of the mail shall be **OFFER under Tender : BPL/CMM/FE/DGFT/2026-27**”.

Note: The online Bid shall be sent only to email ID mmtender.bpl@bhel.in. It should not be sent on other e-mail IDs (also shall not be sent on Cc/BCC to any other E- mails). The tender sent on other e-mail IDs shall be rejected.

- 2.0 The Bids shall be kept valid for a period of 90 days from the date of opening of the Techno-Commercial Bids In case BHEL wants to extend the validity of the Bid, vender to extend validity without any condition.

3.0 CORRECTIONS / MISTAKES:

- 3.1 Overwriting must be avoided in the bid. All corrections made in the bid should be initialized.
- 3.2 Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 4.0 The acceptance of tender and award of the contract shall rest with BHEL who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders Received, without assigning any reason thereof.
- 5.0 The acceptance of tender shall be intimated to the successful Contractors through a Letter of Intent (LOI). **The contractor shall be required to enter into contract, within 7 days from LOI**, which should be valid upto **3 months** after the expiry of the contract period as specified in the LOI. In the event of failure on the part of the Contractor to sign the agreement the acceptance of his Letter of Intent may be considered as withdrawn.

6.0 EVALUATION CRITERIA:

6.1 Techno-commercial criteria

- a) Bidder should submits documents and compliances as per Annexure C : Pre -Qualification Requirement.
- b) BHEL reserves the right to verify authenticity of documents submitted regarding experience and past performance. Contact details of parties issuing experience letter may be demanded by BHEL.
- c) Section V- Annexure shall be completely filled, signed, sealed with supporting documents to be submitted with Part-I bid.

6.2 Evaluation Criteria

- a) Part-II price bid will be opened for those bidders who fulfill techno-commercial and Pre-Qualification conditions and submit necessary documents.
- b) The Bids shall be evaluated on the basis of total cost to BHEL
- c) BHEL reserves the right to negotiate the price with technically accepted L-1 (lowest) bidder.
- d) Micro and Small Enterprises (MSE) bidders quoting within price band +15% (of lowest bid- L1) can be awarded complete contract (non-splittable/ non-dividable) subject to them bringing down their price to L1 price in situation where L1 price is from someone other than MSE.
- e) MSME bidder must submit UDYAM Certificate along with Part-I techno-commercial offer to avail SME benefit. Non-submission of documents will lead to consideration of bid at part with other non MSE bidders.
- f) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in presence of respective L1 bidder(s) or their representatives(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

7.0 PERIOD OF CONTRACT:

- a) The period of contract will be for one year with the provision of further extension for one year with mutual consent.
- b) BHEL reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving one months' notice of their intention to do so in writing to the Contractor who shall not be entitled for any compensation by reason of such termination.
- c) If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate sources(s) at the Risk and Cost of the contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.
- d) In the event of the Contractor going into liquidation or winding up business or making arrangements with a third party, the BHEL shall have the right to terminate the contract forthwith. In case any of the partners of the Contractor become insolvent, the contract shall automatically stand terminated. BHEL reserves the right to

claim from the Contractor any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.

- e) Whenever asked by BHEL, all documents will be returned by Contractor immediately but not later than 3 working days, failing which appropriate action as deemed fit by the BHEL will be taken.
- f) In the event of Contractor backing out / not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such defaulting agents will be suspended with BHEL as per prevalent company policy.
- g) Business volume /quantity for evaluation of tender as per Annexure II is anticipated. BHEL will not be responsible or compensate Contractor for lower business volume compared to that indicated in the tender.

8.0 PAYMENT TERMS:

- 8.1** Payment shall be made for respective activities after completion of work and receipt of *EODC in original (or Electronic) from DGFT office for individual AA and EPCG cases.*
- 8.2** Payment terms shall be, within 45 days for MSEs, 60 days for Medium category and 90 days for non MSME bidders.
- 8.3** Copy of EODC with acknowledgment receipt from BHEL official shall be submitted with the bill.
- 8.4** Time limit applicable for payments will reckon from the date of submission of complete bills along with requisite documents as mentioned above or any additional information required by BHEL.
- 8.5** MSME bidder must submit UDYAM Certificate along with Part-I techno-commercial offer to avail SME benefit.
- 8.6** Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ RBI repo rate + 4 % for the purpose of bid evaluation. No loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act.

9.0 NON DISCLOSURE AGREEMENT:

All documents furnished by BHEL prior or subsequent to the formation of contract, shall remain property of the BHEL. Documents received from BHEL, shall not without the consent of BHEL, be used for any other purpose than that, for which they were provided. Documents and information therein, shall not without the consent of BHEL, otherwise be used or copied, reproduced, transmitted or communicated to a third party. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

SECTION – III**SCOPE OF WORK AND SERVICES****1. SCOPE OF WORK:**

The Contractor shall act as DGFT Consultant for BHEL Bhopal. The scope of work shall include furnishing consultancy services in area of Foreign Trade Policy (FTP) and Customs laws. The Contractor shall have sufficient and well experienced / qualified staff well conversant with prevalent Foreign Trade Policy, Handbook of Procedures (HBP), Aayat Niryat forms (ANF), Customs laws and other relevant rules and regulations.

Role of contractor will broadly include following activities:

- a) Facilitate BHEL in preparation and submission of EODC application for AA and EPCG authorisations.
- b) To liaison, coordinate and follow-up with DGFT RA offices for issuing EODC of AA and EPCG authorisations.
- c) Contractor will also furnish advice on reply to DGFT for deficiency letter, Show cause notice etc. issued by DGFT in related areas of foreign trade.
- d) Contractor will be required to submit progress report for pending AA and EPCG on fortnightly basis.

2. TIME LIMIT ACTIVITIES:

Following schedule of clearance has to be strictly followed:

Sl. No.	Activities	Time allowed
1	Issuance of EODC by DGFT from the last date of input by BHEL (documents as per FTP, HBP, ANF, reply to deficiency letter or any other document desired by DGFT)	5 week

3. TAXES & DUTIES:

- a) Contractor to submit invoices compliant with GST invoice rules and ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- b) Contractor to ensure compliance to filing of timely returns and GST remittance/likely remittance/ITC adjustment along with invoice.
- c) Statutory provisions as may be applicable at the time of service are to be complied. Any additional financial liability to BHEL because of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders.
- d) Contractor to ensure TAX INVOICE submission. Applicable HSN/SAC to be mentioned in invoice.
- e) In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, contractor has to ensure timely submission of invoices and delivery of service to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the Contractor on submission or delivery of services the same shall be passed on to them.
- f) TDS will be applicable as per Income Tax Act, 1961 and section 51 of CGST Act, 2017. BHEL will issue TDS certificate to deductees.

4. PENALTY / LIQUIDATED DAMAGES (LD):

LD penalty may be imposed by BHEL and deducted from Contractor's bills for delay in issuance of EODC by DGFT beyond prescribed time as per clause 2 above. Subject to force majeure condition, LD shall be 0.5% of the bill value per week of delay or part thereof, subject a maximum of 10% of the bill value. In case, time duration quoted by bidder exceeds the allowed time duration of clause 2 above, duration exceeding the allowed time limit will be considered for loading purpose during tender evaluation

SECTION – IV

(Letter of compliance on Bidder's Letter Head)

Ref No:

Date:

To,

AGM (CMM- FE)
M/s Bharat Heavy Electricals Limited,
Piplani, Bhopal

Dear Sir,

Sub: YOUR TENDER NO. BPL/CMM/FE/DGFT/2026-27 DUE ON 10.07.2026

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

We also confirm that we have submitted filled-up complete information in Techno-commercial bid (Section V-Annexure-I), Unpriced Price Bid Format (Annexure II) & submitted the Price Bid exactly in the Price Bid format (Section VI) without any deviations / conditions. We have noted the conditions.

In case any deviation is observed in the Price Bid the same is not to be entertained or considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER

,

SECTION – V

ANNEXURE I

TECHNO COMMERCIAL BID FOR TENDER NO BPL/CMM/FE/DGFT/2026-27

1.0	ORGANIZATION / MANAGEMENT DETAILS		
S NO	Description	Details to be filled by bidder	Documents to be enclosed
1.1	Name of the organization		-
1.2	Type of Organization (Pvt./Public/Partnership/LLP/Proprietorship)		Applicable document like: Certificate of incorporation, Memorandum and Articles of Association, Partnership deed, Professional Tax Registration & Municipal Registration
1.3	Date of incorporation		-
1.4	Address of Corporate / Head/ Registered office		-
1.5	Phone number of registered office		-
1.6	Website		-
1.7	PAN No		Copy of certificate
1.8	GST No		Copy of certificate
1.9	Email		-
1.10	Number of consultants on regular rolls and more than three years' experience in handling DGFT work		Details on number of consultants, experience, qualification/ certification
1.11	Name of Chief Executive / partner/ Proprietor & their addresses		-
1.12	Name of official to be contacted for clarifications, if any Name / Address / Email / Telephone no		-
1.13	Black listed/ banned for business dealings by any Govt. authority/ department/ agency / any BHEL Unit, Region, Division of office	YES / NO	
1.14	Accreditation to ISO 9001 / 14001/ OHSAS 18001	YES / NO	Copy of accreditation certificate
1.15	Compliance with statutory requirement, Acts & regulations	YES / NO	
1.16	Name & address of concerns having substantial interest (name of such other concerns, common director, partner, owner etc.)		
1.17	Details of BHEL employee, if Directors/partners/ Proprietor are related to any BHEL employee; Name / Staff no / Designation / Department / Relationship		
1.18	IF any ex-BHEL personnel is employed by the company, mention his/her details of last posting Name / Staff no / Designation / Department / Date of leaving service		

2	FINANCIAL INFORMATION				
S NO	Description	2022-23	2023-24	2024-25	Documents to be enclosed
2.1	Sales / Turnover				Certificate from Chartered Accountant
2.2	Turnover from Consulting operations				
2.3	Cash Profit (PAT + Non Cash expenditure)				
2.4	Net Worth (Paid up Share capital + Reserves)				
2.5	No. of AA/DEEC and EPCG licenses discharged				Copy of contract letter or experience letter issued by importer/license holder

3	Banking details of Company		
S NO	The following information of Bank account of the company duly endorsed by the bank (required for Electronic Fund Transfer- EFT/RTGS) is to be submitted	Details to be filled by bidder	Document to be submitted
3.1	Name of the Company		Information of bank account of the company, duly endorsed by the Bank
3.2	Name of the Bank		
3.3	Name of Bank branch		
3.4	City / Place		
3.5	Account number		
3.6	Account type		
3.7	IFSC code		
3.8	MICR code of the bank branch		
3.9	Details of other bankers (for reference purpose only)		

4	ACCEPTANCE TO TENDER CONDITIONS		
	Description	Details to be filled by bidder	Documents to be submitted
4.1	Tender submitted in Two part bid only	Yes / No	-
4.2	Acceptance to all terms and conditions of the tender (deviation sheet, if any, to be enclosed separately)	Yes / No	Signed and sealed copy of tender document including Section IV – letter of compliance on bidder's letter head
4.3	Confirmation for bidding for all the items in Price-bid	Yes / No	Signed and sealed copy of unpriced bid format Section VI- Annexure II
4.4	Validity of bid for 90 days from Part-I bid opening date	Yes / No	-

SECTION – VI
ANNEXURE II- PRICE BID FORMAT

FOR TENDER NO **BPL/CMM/FE/DGFT/2026-27**

S No	Activity Description	Estimated business volume	Unit of Measurement (UOM)	Rate / Rs (In figures) (On per license basis)	Rate (In words)
	A	B	C	E	F
1	Facilitate and liaison for issuance of EODC for Advance and EPCG authorisation from DGFT RA office	10	Numbers		

Notes:

1. If there is discrepancy between words and figures, the amount in words shall prevail.
2. Rates to be quoted on per unit (license) basis.
3. **Price shall remain firm throughout the contract.**

Signature and Seal of the bidder

Checklist of documents to be enclosed with bid		
S No	Description	Enclosed
1.1	Tender document- Section I, II & III with signature and seal	Yes / No
1.2	Documents for compliance to Pre-Qualification requirement : Annexure C	
2	Compliance letter on bidder's letter head – Section IV with signature and seal	Yes / No
3	Documents for techno-commercial bid	Yes / No
3.1	CA certificate for financial information	Yes / No
3.2	Copy of contract letter or experience letter issued by importer / license holder for discharging at least three AA/ EPCG authorisation	Yes / No
4	Section V- Annexure I filled with signature and seal	Yes / No
4.1	Certificate of incorporation, Memorandum and Articles of Association, Partnership deed, Professional Tax Registration & Municipal Registration	Yes / No
4.2	Copy of PAN registration	Yes / No
4.3	Copy of GST registration	Yes / No
4.4	Bank account details duly endorsed by the bank	Yes / No
4.5	Copy of valid ISO/ OHSAS certificate, if available	Yes / No
4.6	Valid UAM for MSE vendors	Yes / No
5	Unpriced bid format with signature and seal – Section VI –Annexure II	Yes / No
6	Price bid in sealed envelope – Section VI	Yes / No
7	Annexure-D model conciliation scheme with signature and seal	Yes / No
8	Declaration of not indulging in cartel formation- refer clause 11.7 of section 1- General terms and conditions- with signature and seal	Yes / No