



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5063004

NIT TERMS & CONDITIONS:

SL. NO.	DESCRIPTION	DETAILS
1.	RATE CONTRACT TERMS	We intend to enter into a Rate Contract (RC) for ordering up to 12 months from RC freeze date, i.e. RC is to be kept valid for ordering up to 12 months from RC freeze date. Purchase Ordering shall be done as per BHEL requirement against the finalised rate contract & within its validity. Dispatches to be made against our purchase order (computerized) only, which will be issued against this Rate Contract.
2.	ITEM DESCRIPTION	SUPPLY ALONG WITH INSTALLATION & COMMISSINING OF 40 KVA DA SET TO ICF SPECIFICATION NO. ICF/ELEC/163 (LATEST) AND TO BHEL SPECIFICATION CET/6.7/SP0036/T07 REV.01 DT. 26.05.2026 FOR SPIC/KMMC
3.	TECHNICAL CONDITION	As per attached T-PQR, ICF SPECIFICATION NO. ICF/ELEC/163 (LATEST) AND TO BHEL SPECIFICATION CET/6.7/SP0036/T07 REV.01 DT. 26.05.2026 FOR SPIC/KMMC. VENDOR TO SUBMIT CLAUSE WISE ACCEPTANCE FOR THE SAME.
4.	QUANTITY	35 Sets
5.	QUANTITY VARIATION/ Option Clause	+/-30% (i.e maximum upto 46 sets) applicable.
6.	SPLITTING OF ORDER	Not Applicable.
7.	DELIVERY SCHEDULE REQUIREMENT	Delivery for 1st lot of maximum 10 sets shall be within 60 days from date of placement of PO and thereafter subsequent lot of maximum 10 sets shall be within next 30 days from previous lot. Item shall be despatched only after despatch clearance from BHEL Bhopal. Actual delivery schedule shall be as per actual requirement in line with workorder/ Project.
8.	DELIVERY TERMS	FOR Destination. DESTINATION FOR SUPPLY OF ITEM SHALL BE BHEL BHOPAL. DESTINATION FOR INSTALLATION & COMMISSINING SHALL BE AT ANY INDIAN RAILWAY PRODUCTION UNIT/ USER RAILWAY SHED.
9.	DELIVERY INSTRUCTION	Packing list for all dispatched items to be provided. Cases containing the item shall indicate the description and quantity of stores, name & address of consignee, gross weight of package, name of supplier along with BHEL name and distinct marking. Material shall be suitably packed to avoid any damage.
10.	QAP	As per specification
11.	INSPECTION CONDITION	BY INDIAN RAILWAY REPRESENTATIVE/BHEL AT VENDOR WORKS/RAILWAY PREMISES OR AT BHEL BHOPAL
12.	SAMPLE	Not applicable.
13.	TEST CERTIFICATE	All Material TC to be supplied along with material as per Spec.

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14.	GUARANTEE / WARRANTY	As per clause no. 5 of BHEL Spec No. CET/6.7/SP0036/T07 Rev 01 dated 26/05/2026. Other terms & condition of warranty shall be governed by BHEL GTC of ENQUIRY (BP200102C, Cl. No. 18).
15.	GUARANTEE/ WARRANTY CERTIFICATE	GC to be supplied along with the material and GC should incorporate /Spec. as mentioned in item description.
16.	PAYMENT TERMS	<p>90% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL.</p> <p>Balance 10% payment shall be released within 90 days (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) against successful commissioning and work completion certificate to be issued by TMX/BHEL Bhopal for work completion and successful commissioning with field trials at Railway/PU/ User Railway Shed.</p> <p>Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.</p> <p>Other terms as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 16).</p>
17.	TECHNICAL PQR (T-PQR)	<p>Technical Pre-Qualification Requirements (T-PQR) for procurement of the items is attached with the NIT.</p> <p>Compliance of all the points in T-PQR is mandatory. In absence of compliance of above and non-submission of documents required against the T-PQR, the Vendor's offer is liable to be rejected.</p> <p>Duly filled T-PQR with desired documents shall be submitted by the Vendor along with the offer.</p> <p><i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i></p>
18.	FINANCIAL PQR (F-PQR)	Not applicable.
19.	BID PARTS	Offer shall be submitted by the bidders in Two Parts, i.e. Part-I Technical cum Commercial bid & Part-II Price bid.
20.	PENALTY / LD	<p>As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 9) i.e. 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery.</p> <p>Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p>
21.	PRICE BASIS	Firm Price basis
22.	PRICING TERMS	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 12)
23.	PRICE VALIDITY	Offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.



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HEAVY ELECTRICAL PLANT, BHOPAL
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BHEL ENQUIRY NO. E5063004

24.	TAXES & DUTIES	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 14)
25.	EVALUATION CRITERIA	Overall L1 basis.
26.	EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER	<p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.</p> <p>In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).</p> <p>Ranking will be done accordingly. Decision of BHEL in such situations shall be final and binding.</p>
27.	BID SECURITY/ Earnest Money Deposit (EMD)	Not Applicable
28.	PERFORMANCE SECURITY (PBG)	<p>A. Performance Bank Guarantee (PBG), hereafter referred as performance security is mandatory for the successful bidder awarded the contract.</p> <p>B. The total amount of Performance Security is 5% of the contract value.</p> <p>C. Performance Security is to be furnished by 14 (fourteen) days after notification of the award). PBG should remain valid for a period of 60 days (2 months) beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. As per schedule for completion of warrantee obligation after commissioning, PBG validity, {for delivery of item at Railway production Unit & its commissioning (here 12 months from supply at BHEL tentatively) + warrantee obligation period (here 30 months after commissioning) + 2 months}, of total 44 months from Scheduled delivery date of item#1 is required. Further, if required validity of PBG to be extended from time to time by the duration for which the warrantee of the items remains operative</p> <p>D. In case of delay in submission of performance security, enhanced performance security which would include interest (RBI Repo Rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest.</p> <p>E. PBG claim Date must be mentioned in the BG. There should be adequate gap, preferably 3-6 months between Validity date and Claim date.</p> <p>F. Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms.</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>Format & checklist for compliance of Bank Guarantee for performance security is available on BHEL B2B website https://bpl.bhel.com/mm under "BG formats purchase bills" and PBG have to be submitted accordingly while complying the same.</p> <p>(iii) 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).</p> <p>(iv) 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).</p>



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
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BHEL ENQUIRY NO. E5063004

		<p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>G. Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>H. Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects within 60 days of completion of all such obligations including the warranty under the contract.</p> <p>I. The Performance Security shall not carry any interest.</p>
29.	REVERSE AUCTION	<p>Applicable</p> <p>It is declared upfront that this Enquiry shall be subjected to Reverse Auction (RA). Bidders may kindly note the Reverse Auction (RA) field as mentioned and asked for in enquiry template & ensure to proceed with choosing "YES" against same when asked during submission of their offer to give their acceptance for participation in RA.</p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among the techno- commercially qualified bidders.</p> <p>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.</p> <p>The techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.</p> <p>However, H1 will be allowed to participate in RA in certain cases as mentioned in 10.3 of the above RA Guidelines.</p>
30.	MSE PREFERENCE	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 29). Item is divisible on package basis.</p>
31.	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 (As per BHEL GTC BP200102C, Cl. No. 33)	<p>"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 issue of this NIT, but before opening of Part-II bids against this NIT."</p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.</p>

		<p>Tendered item is divisible on package basis and purchase preference shall be granted after due compliance for local content of the PPP-MII Order.</p> <p>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 above circular issued by DPIIT/ Nodal Ministry.</p> <p>Bidders to submit the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition as per the attached MII format. In case the bid value is more than Rs. 10 Crore, the declaration relating to the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition shall be Certified by the Statutory Auditor or Cost Auditor, if the OEM is a Company and by a Practicing Cost Accountant or a Chartered Accountant for OEM other than Companies as per the above circular.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant/ Statutory Auditor/Cost Auditor (as applicable) and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>Bidder to refer the Sample format of MII self-certificate (Annexure – 1 of the GTC) and sample certification format of 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) (Annexure- 2 of the GTC).</p> <p><i>Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity</i></p>												
32.	INTEGRITY PACT (IP)	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102A, Cl. No. 30 & 32). <i>Integrity Pact to be sealed & signed along with a witness and submitted along with the offer.</i></p> <p>(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.</p> <table border="1"> <thead> <tr> <th>SN</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td align="center">1</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in</td></tr> <tr> <td align="center">2</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td align="center">3</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p>(B) The IP as enclosed with the tender is to be submitted (duly signed & sealed 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.</p>	SN	IEM	Email	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
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BHEL ENQUIRY NO. E5063004

		<p>(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.</p> <p>NOTE:</p> <p>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 below:</p> <p>Details of contact person(s):</p> <p>(1) Name: Manendra Singh (Dy. Manager) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-5880</u> Email: manendra1@bhel.in</p> <p>(2) Name: Rajesh Kr Parte (<u>Addl GM/MNX</u>) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-3336</u> Email: rparte@bhel.in</p>
33.	RESTRICTION UNDER RULE 144 (xi) GFR	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 34)
34.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS AND THEIR DECLARATION	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests.</p> <p>Bidders having a conflict of interest shall not be eligible to participate in the tender process.</p> <p>Treatment of cases regarding conflict of interest: -</p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: -</p> <ul style="list-style-type: none"> i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers /suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting



MATERIAL MANAGEMENT - TRACTION MACHINES

HEAVY ELECTRICAL PLANT, BHOPAL

BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5063004

		<p>equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
35.	ANNEXURE-IX	<p>The Bidder/Supplier/Contractor will, when presenting his bid, declare whether other Family Firms or Sister Concern Affiliates/Subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. Format for declaration is available in the NIT documents for this enquiry (Annexure-IX). Same is to be submitted with the offer.</p>
36.	SPECIAL CONDITIONS	<p>Bidders who fall under MSE (Micro & Small Enterprises only) and fail to upload 'UDYAM Registration Certificate (URC)' shall automatically be considered as Non-MSE supplier for this tender.</p> <p>Further, it is to be noted that MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than manufacturer). Supplier has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc.</p> <p>Identification must. Soon after rejection of material, it is to be ensured by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 30 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.</p> <p>Offers of suppliers who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered.</p> <p>Unregistered vendors to submit documents required for registration to BHEL Portal Online (https://bhel.com/supplier-registration).</p>
37.	OTHER TERMS & CONDITIONS	<p>Other Terms & Conditions as per attached BHEL GTC of ENQUIRY (BP200102C).</p> <p>Any deviation of NIT, BHEL GTC of ENQUIRY (BP200102C) and BHEL PO Terms, where vendor response is not affirmative to be clearly indicated, else BHEL will consider that all above Terms & Conditions are acceptable to vendors.</p>
38.	GEM REGISTRATION	<p>As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate Online Procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs.</p>



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5063004

		BHEL being a PSU, would like that its suppliers/ contractors also have visibility on this portal so that GeM can be used for procurement by BHEL. Hence, you are requested to get yourselves registered on GeM.
39.	TENDER FEE	Not applicable
40.	BID SUBMISSION WITHIN DUE DATE & TIME	No request for extension of tender due date will be entertained at the time of tender opening and after due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time only. <i>BHEL reserves the right for extension of tender based on the situation without assigning any reason whatsoever it may be.</i>
41.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	Signed and Sealed copy of: <ul style="list-style-type: none">- NIT- BHEL GTC of ENQUIRY (BP200102C)- BHEL ENQ & PO Terms Duly Filled, Signed and Sealed copy of: <ul style="list-style-type: none">- Techno-Commercial Annexure- Compliance of T-PQR- Clause wise clause compliance to ICF SPECIFICATION NO. ICF/ELEC/163 (LATEST) AND TO BHEL SPECIFICATION CET/6.7/SP0036/T07 REV.01 DT. 26.05.2026- Annexure-IX in Company Letterhead- Annexure-A - OEM & MSE Declaration- PPP-MII Certificate for local content attached with GTC- Integrity Pact as attached with the tender. Others: UDYAM Registration Certificate (<i>as applicable for MSME bidders only</i>)
42.	INVOICING THROUGH SUVIDHA PORTAL	For supply orders placed on Indian Suppliers, irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ , prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.

IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL (www.eprocurebhel.co.in) SHALL ONLY BE CONSIDERED.