

**(SUB-CONTRACTING DEPARTMENT)  
NOTICE INVITING TENDER (NIT)**

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. The scope of work includes manufacturing of items on job-work basis as per respective drawing numbers mentioned in tender enquiry and later, mentioned in sub-contracting purchase order.

<b>Tender Enquiry No</b>	<b>BHEL:IVP:SC:CCASS:02-2627</b>
<b>Enquiry date</b>	<b>22.05.2026</b>
<b>Last time and date of tender submission</b>	<b>12:00 Hrs 02.06.2026</b>
<b>Tender opening time and date</b>	<b>15.30 Hrs 02.06.2026</b>
<b>Quotation Parts</b>	<b>Two-part</b>
<b>Counter offer</b>	<b>Not applicable in this tender</b>
<b>Reverse Auction</b>	<b>Not applicable in this tender</b>
<b>Mode of tender</b>	<b>e-procurement</b>
<b>Contact person details</b>	<b>Simran Singh, Dy. Manager 01859-224 626, simran@bhel.in</b>  <b>Sumeet Bansal, DGM 01859-224 625, sbansal@bhel.in</b>

**Tenders in two parts through e-procurement mode-**

Part-I: Techno-commercial bids and Part-II: Price bids are invited for manufacturing of items as per relevant BHEL drawings.

<b>Bid</b>	<b>Description</b>	<b>Documents to be submitted</b>
<b>Part-I</b>	Techno-Commercial bid in response against Tender Enquiry No. <b>BHEL:IVP:SC:CCASS:02-2627</b>	1. Acceptance of all terms and conditions. Taxes applicable, if any, are to be mentioned in this part bid. 2. Copy of UDYAM certificate is to be submitted. 3. Documents required as per Pre-Qualification Criteria
<b>Part-II</b>	Price bid in response against Tender Enquiry No. <b>BHEL:IVP:SC:CCASS:02-2627</b>	Price bid (BOQ).

## **Instruction to bidder (In case of E-Procurement)**

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. Offers in any other mode will not be accepted.
3. Procedure for submission of tender is available in in the e-tender portal <https://eprocurebhel.co.in/>.
4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: [supporteproc@nic.in](mailto:supporteproc@nic.in). These details are also available on 'Contact Us' page of the portal.
5. The bidders are solely responsible for correctness / authenticity of all the statements, documents, certificates uploaded on the portal.
6. Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

### **1. PRICE QUOTATION SHALL BE AS PER UNDER:**

The items are to be manufactured as per the scope of work and the drawing number. Minimum rates are to be quoted by the Vendor (hereinafter referred as Sub-Contractor) on per piece basis and on FOR Goindwal basis.

1. Quoted rates for each component shall be per piece basis. Vendor shall quote unit rate for each component.
2. Vendor shall quote rate for each item with retention of scrap generated during cutting / machining excluding burning/cutting allowance (except return of offcuts as mentioned in point no. 4). Goods and Services Tax (GST) applicable on job work shall be payable to vendor by the BHEL.
  - a. **GST registered Vendors** – Vendor shall quote the rate exclusive of GST in the price bid format. Applicable GST shall be specified by the vendor separately in Techno Commercial Format. GST shall be paid by vendor which shall be reimbursed to vendor by BHEL.
  - b. **Non-GST registered Vendors** – Vendor shall quote the rate exclusive of GST in the price bid format. In the techno commercial format vendor shall specify himself as non GST vendor. In such case the GST shall be paid by BHEL.
3. **Applicable taxes (GST) on scrap retained by sub-contractor shall be borne by the sub-contractor.**
  - a. **GST registered Vendors** – Vendors are liable to pay the GST on the scrap retained by vendors to government.
  - b. **Non GST registered Vendors** – GST on scrap retained by vendor shall be borne by Vendor. In such cases, BHEL shall recover GST on scrap retained by vendor, after taking into account burning allowance of 8%.
4. Material cost, GST, Overheads @5% and applicable interest, as per the existing tax laws shall be recovered from vendors, for materials lying at their works for a period more than 365 days, whatsoever may be the reason for its retention.

**Vendors are required to ensure compliance of GST provisions and registration of their firm as per GST act 2017.**

### **2. SCOPE OF WORK:**

1. The scope of work includes cutting and/or bending/Grinding of SS plate components as per respective drawing numbers mentioned in tender enquiry and later, mentioned in sub-contracting purchase order. In some components additional machining operations like drilling, milling etc. may also be involved. Material will be manufactured as per tolerance mentioned in the drawings. For tolerances on untoleranced dimensions, document TP0230299 is to be followed. BHEL shall provide raw material for the items. Details of items along with drawing number is attached at Annexure-1.
2. The scope of work includes cutting/bending/machining of SS plate components as per relevant drawings.
3. The individual cut piece should have straight edges. Grinding and deburring where required, is in the subcontractor scope.

4. For items requiring bending, the die design should include compensation on account of any spring back to achieve final dimensions after bending as per drawing.

**3. PRE-QUALIFICATION CRITERIA:**

**PQ1. Turnover:** Bidder should have Minimum Annual Financial Turnover of Rs. 20 Lakhs for any two consecutive financial years from FY 2023-24 to FY 2025-26 i.e. (FY 2023-24 and FY 2024-25) or (FY 2024-25 and FY 2025-26). To certify the same, bidder need to submit balance sheet. Balance sheet should be audited, as applicable. The value of turnover to be considered is without Taxes. If the balance sheet is not audited, bidder need to submit CA certificate for the turnover. Audited balance sheet/CA certificate with valid UDIN (Unique Document Identification Number) will only be considered for this criteria.

Start-ups shall be exempted from the above pre-qualification criteria Sr. no. 3, without any relaxation in quality standards or technical parameters as per D.O. No.5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.)

**PQ2: Equipment set up required:** *Following machines shall be available with the vendor.*

1. **Profile Cutting: Vendor to ensure availability of at least one machine among the following installed at vendor's own premises and suiting the plate sizes involved in tender:-**

*CNC Plasma Cutting machine/ CNC Laser Cutting Machine/ CNC Water Jet Cutting.*

*For this, vendor has to provide following on their company's letterhead (duly signed & stamped):*

- a) *machine's description(Plasma, Laser etc. along with its Make & Model),*
- b) *its bed/table size & the working area (Length X Width)*
- c) *the maximum S.S. plate thickness the machine can cut.*
- d) *and shall certify that the specifications of the cutting machine/s is/are suitable for manufacturing of component sizes present in this tender.*

2. **Bending Machine: Vendor to ensure availability of one machine among the following and suiting the plate sizes involved in tender: -**

*Manual Bending Machine/ CNC Bending machine.*

*For this, vendor has to provide following on their company's letterhead (duly signed & stamped):-*

- a) *machine's description(Manual/CNC along with its Make & Model),*
- b) *the maximum S.S. plate thickness & width, the machine can bend*
- c) *and shall certify that the specifications of the bending machine/s is/are suitable for manufacturing of component sizes present in this tender.*

3. **Experience Details - Vendor to provide atleast one copy of their customer's purchase orders\* for components manufactured from ferrous(including its alloys) sheets/plates with thickness greater or equal to 3 mm , along with copies of following documents related to the submitted P.O.:-**

- a) *component's engineering drawing/s,*
- b) *component's laser/plasma/water jet-cutting/nesting plan(layout) drawing (may involve group of different components),*
- c) *and its invoice.*

(\*Date of eligible Purchase Order/s & corresponding invoice/s: should be 01.01.2023 or afterwards

*and upto the date of actual bid opening)*

Further, BHEL reserves the right to verify installed technical capability of bidders by visiting their works, if so required. In case of mis-representation of facts, the bid is liable to be rejected.

**4. EVALUATION CRITERIA FOR FINALIZATION OF L1 VENDOR:-**

- Vendor shall quote unit rate for each component.
- Unit component rate shall be multiplied with the respective component wise quantity required to calculate the total component wise rate.
- No. of plates to be provided by BHEL of each thickness are mentioned below. Sub-contractor is required to optimally generate their own cutting /Nesting plan with minimum wastages.

Details of raw material to be issued to vendor is as follows:-

Sl. No.	Plate Description	No of plates to be issued	Dimensions (MMXMM)	*Unit Weight (Per plate)	*Total Weight (Kg)
<b>Mejia Project</b>					
1	SS PLATE-10 MM	17	3250X1250	328	5576
2	SS PLATE-6 MM	9	3250X1250	197	1773
<b>Panipat Project</b>					
1	SS PLATE-10 MM	5	3250X1250	328	1640
2	SS PLATE-10 MM	1	1640X1250	165.5	165.5
3	SS PLATE-10 MM	1	1460X1250	147.3	147.3
4	SS PLATE-10 MM	1	1445X1250	145.8	145.8
5	SS PLATE-10 MM	1	1370X1250	138.3	138.3
6	SS PLATE-6 MM	5	3250X1250	197	985
7	SS PLATE-6 MM	1	1150X1250	69.7	69.7

\* Theoretical weight of plates (actual weight may differ).

SS plates of grade SA240TP309S or equivalent grade will be issued by BHEL.

Please note that number of plates mentioned above are indicative only. Vendors are required to generate their own Nesting/Cutting Plan and inform the required plates in techno-commercial bid (part 1). Accordingly, number of plates to be issued shall be determined after finalization of L1 bidder.

- L1 vendor will be determined separately for each project, based on complete package's cost (i.e. involving items from all plate thicknesses of a particular project) and not for each/individual project items ( refer Annexure-1, for project-wise details of items).**

For evaluation of bids to award the contract, BHEL will take into consideration the material cost & conversion cost (offers) both. This is on account of cost & weight of any extra/short length of plate, if demanded by bidder for execution of tender. Accordingly required loading shall be done on bids for deciding of L1 bidder. For calculation purposes only (during price comparative), rate for SS plate – 6 mm will be taken as Rs. 308/- per kg and for SS plate – 10 mm, rate will be taken as Rs. 303/- per kg.

Following project-wise offcuts shall be generated in the cutting of different plates. These shall be returned by the sub-contractor along-with the other finished components.

Sl. No.	Package (Project)	Plate Description	No. of Offcuts to be returned	Dimensions of offcut
				(MM X MM)
1	MEJIA	SS PLATE-10 MM	01	1236 mm x 1250 mm
		SS PLATE-6 MM	01	431 mm x 1250 mm
2	PANIPAT	SS PLATE-10 MM	01	399 mm x 1250 mm

Any deviation in return of above mentioned plate offcuts(in qty./size) shall be suitably considered for loading calculation for determining L1 bidder.

- e) Other than the plate offcuts mentioned above, vendor to retain remaining scrap generated in the form of (nested) web.
- f) It may be noted that raw material for Panipat project will be available with BHEL earlier than Mejia project. So, vendor will have to place separate vehicle for loading of plates and delivery of finished components for Panipat project. Material for Mejia project will be loaded later after availability of raw material with BHEL. Vendor will have to arrange separate vehicle for loading and delivery for Mejia project.

**5. VALIDITY OF OFFER:**

The offers shall be valid for 90 days from the actual date of techno-commercial bid (Part I) opening. Validity can be extended on mutual consent basis.

**6. EVALUATION IN CASE OF MORE THAN ONE L1:**

In the course of evaluation (groupwise), 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 L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/ draw of lots, in presence of respective L1 bidders or their representatives.

Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

**7. INSPECTION:**

- a) Inspection of the finished components will be done at vendor's premises after receipt of inspection request along with dimension report. No deviation unless authenticated by authorized BHEL Officials will be allowed. The inspection request and the dimensional report shall be in the format prescribed by BHEL.
- b) BHEL reserves the right to carry out inspection at its premises as and when required.
- c) In case of Rework due to Sub Contractor's fault, the rework shall be carried out by Sub Contractor at no extra cost. While in case of rejection due to sub-contractor fault, raw material cost along with any other relevant charges will be recovered.
- d) Calibrated gauges, fixtures and measuring instruments must be available with vendor at all times.
- e) Dimension reports shall be kept ready prior to inspection.

**8. DELIVERY OF FINISHED COMPONENTS:**

- a) The inspected components shall be delivered at Component Stores along with 4 copies of delivery challan, bearing seal of Main Gate Security and 2 copies of Inspection Report.
- b) Delivery challan should have the details like PO No., IR NO., Component Code and Material description.

- c) **Finished components shall be unloaded in designated area as directed by the Store-keeper.**
- d) Finished goods shall be delivered at BHEL Component Stores at Sub-contractor's own cost. Facility for handling heavy materials (like lifter/crane) will be provided by BHEL.
- e) The Sub Contractor shall supply the finished components with proper packing arrangement and marking material code and vendor code. On small items by pasting sticker on each piece or writing with Permanent Marker/Paint or making suitable size small packets & clearly writing its vendor code and material code on outside of the packed lot in such a way that pieces could be counted from outside the packet.
- f) The packing and stacking of items is in the scope of sub-contractor and should be good enough to avoid any kind of storage/transit damage. Any rework/rejection on account of any type of storage/transit damage, shall be recovered from vendor.
- g) Left out plate/offcuts generated during cutting of different plates will be returned to BHEL by vendors along with finished components.

**9. DELIVERY SCHEDULE:**

The release of Purchase Orders or LOI for individual projects shall be based upon the availability of raw material. Vendors may be engaged separately for each project, subject to the availability of plates. The vendor shall be obligated to complete the order within forty-five (45) days from PO placement.

**10. ISSUE OF BHEL's RAW MATERIAL & INSPECTION GAUGES:**

- a) Vendor has to lift the raw material from BHEL stores on his own vehicle. Facility for handling heavy materials (like lifter/crane) will be provided by BHEL.
- b) Complete material will be issued for each individual project. It may be noted that the material for both the projects may be issued in separate lots, subject to its availability.
- c) Material will only be issued to person authorized by vendor. Vendor has to provide details of person Authorized by them to BHEL, IVP Sub-Contracting department
- d) If due to any reason, raw material issued to the vendor is more than the required, then the vendor has to return the excess material to the respective stores.
- e) For material Lifting and follow up communication, vendors registered email id's and phone no's will be used.
- f) Though, it's not the responsibility of BHEL, to provide checking/inspection gauges for manufacturing of ordered items, yet vendor can request issue of gauges to IVP's Tool Engg Department on a prescribed format, mentioning valid PO & component for which these are required. Depending upon their availability, gauges will be issued on non-chargeable basis. However, vendor cannot claim any relaxation in delivery dates due to their non-availability or delay in issuing them.
- g) Vendor has to ensure proper upkeep, storage and handling of gauges at their works. Further these are to be returned back on or before its due date. Any loss or damage of gauges will be recovered from the vendor.
- h) Tool/Gauge Cost, GST, Overheads @5% and applicable interest, as per the existing tax laws shall be recovered from vendor if Tool/Gauges are retained by vendor for a period of more than 365 days, whatsoever may be the reason for their retention.

**11. ACCESS TO MANUFACTURING PREMISES:-**

During the currency of the contract and while Sub-Contracting Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL, if our contractual requirements with our customer's call for the same.

**12. GUARANTEE:**

Vendor shall give a guarantee of eighteen months from acceptance of material at BHEL for undertaking

repairs/replacement of any defect observed during machining/ welding/assembly/ hydraulic testing or subsequent processing notwithstanding the previous acceptance. Entire cost of such repairs/replacement of material will be deducted from any of the running bills/PBG.

In case of vendor fault when the repair is carried out by BHEL on components, the welding repair charges shall be @ Rs 11.80 per cc for carbon steel, Rs 12.60 per cc for alloy steel and Rs 16.60 per cc for stainless steel grades. In addition to this, if any other repair charges such as machining cost is incurred by BHEL the same shall be borne by the sub-contractor.

The components manufactured as per BHEL drawing should be free of machining/welding/gas cutting/fabrication defects. If the item is found defective after receipt during onward processing at Shop, total cost will be recovered from Sub-contractor as per clause no. 8c & 8d.

**13. CONFIDENTIALITY OF BHEL DRAWINGS/DOCUMENTS:**

Sub-contractor/s shall ensure confidentiality of BHEL drawings and documents issued to them and shall not pass on the same to any unauthorized agency/person. Violation of the same shall tantamount to cancellation of the contract of the Sub-contractor.

**14. BANK GUARANTEE (B.G.)**

Sub-contractor will have to execute a Bank Guarantee, in the prescribed format, for a sum of minimum 5% of the value of the maximum materials likely to be in possession of the Sub-contractor at any point of time. BG already submitted by the sub-contractor shall be taken into consideration and any additional requirement shall be conveyed by BHEL.

Timely renewal of B.G. is the responsibility of every successful bidder. It is highly recommended that the bidders should start the renewal process atleast 20 days in advance before the expiry date of the current BG.

Other alternatives to Bank Guarantee:-

1. Fixed Deposit Receipts (FDRs) hypothecated to BHEL. Or
2. Electronic Funds Transfer credited in BHEL account in lieu of Bank guarantee may also be considered in special circumstances. No interest will be paid by BHEL against BG/FDR/EFT.

**15. INDEMNITY BOND:**

Sub-contractor shall have to indemnify BHEL for any loss to BHEL's material in custody of the Sub-contractor against theft or financial liability against funding agency/financial institution or any other loss. The bond is to be executed on non-judicial stamp paper as per the format prescribed by BHEL. Indemnity Bond is to be submitted by L1 bidder after placement of PO and before issuing raw material from BHEL Stores.

**16. TERMS OF PAYMENT:**

- a. Due payment against job work done shall be made within 45 days from receipt of material at IVP Goindwal subject to submission of following documents\* to BHEL, by the vendor :-
  - i. Two copies of Invoice i.e. Original & Duplicate for Transporter. Vendors are required to mention GST of BHEL on Tax invoices.
  - ii. Original ChallanThe rejected material should also be deposited along with the accepted material through Delivery Challan.

\*Required documents must be submitted within 10 days from the date of receipt of material.

***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***

- b. GST registration number is to be submitted by qualified vendor as per GST law
- c. Conditions relating to release of GST portion:
- d. Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:  
The reimbursement of GST portion of invoice shall be released only upon: -
  - i. Vendor declaring such invoice in his GSTR-1 and
  - ii. Receipt of goods and Tax invoice by BHEL and
  - iii. Confirmation of payment of GST thereon by vendor on GSTN portal.
- e. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- f. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- g. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied / leviable on BHEL.
- h. In addition to the above-mentioned Payment terms, due date of payment will be calculated from the date of supply-completion of all the items of a project.

**17. AVAILING INPUT TAX CREDIT (ITC) BY BHEL:**

- a. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and and submission Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- b. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- c. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- d. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

**18. LIABILITY UNDER REVERSE CHARGE (RCM)**

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

**19. FIRM PRICES:**

The contract shall be on the basis of firm prices. No variation in price shall be entertained during the currency of the tender.

**20. Liquidated Damaged (LD):-**

- a) Time is the essence of the contract.
- b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. It's the sole responsibility of the L1 bidder to pick the total material required for execution of purchase orders in one

go. However, if the bidder lifts the material in installments, the end delivery date for the project will remain unaffected (and no request for delivery extension will be entertained).

Note: Any delay on the part of BHEL to issue the material to vendor (say due to non-availability of plates) shall be suitable compensated in the form of delivery extension.

- c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- d) Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
- e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- f) Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, the posting date in GR document shall be reckoned for LD deduction.
- g) Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

## **21. Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

## **22. FORCE MAJEURE:**

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL, subject to prior notification by the Vendor to BHEL of the particulars of the event and supply to BHEL,

if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

**23. DISPUTES/ARBITRATION:**

In the event of any dispute and /or difference arising between the Sub-contractor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

**24. JURISDICTION:**

The court of the place from where the Sub-contracting order issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

**25. SUB-LETTING:**

The Sub-contracting order or any part thereof shall not be Sub-contracted, assigned or otherwise transferred without giving the notification to BHEL in writing. However, vendor can outsource the Heat Treatment/Plating from authorized dealers of the process. But vendors have to submit certificate from third party to BHEL for the job undertaken.

**26. MISCELLANEOUS:**

- a) BHEL reserves the right to accept or reject any part or whole of the tender without assigning any reason thereof.
- b) BHEL reserves the right to discontinue any component/change scope of work/assembly as the need arises from time to time during the currency of tender.
- c) In case of any loss that might be caused to BHEL due to lapse on the part of the workers deployed by Sub contractor, such loss shall be compensated by Sub Contractor and in this connection, BHEL has the right to deduct appropriate amount from his bills etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies /lapses on the part of personnel deployed by Sub contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reasons whatsoever.
- d) All Personnel Protective Equipment's/Safety Equipment's are to be provided by Sub Contractors to its workers deployed for work inside BHEL premises.
- e) **In case of death/mishap/physical disability occurred during discharging the duties by Sub Contractor/workers deployed by Sub Contractors inside BHEL premises, the compensation liability solely rests with the Sub Contractor.**
- f) The identification and traceability w.r.t Make/Melt/Heat & Material type of raw material issued to Sub Contractor shall be maintained by him during processing and onward final submitting the components in BHEL Stores. BHEL reserves the right to verify the compositions/mechanical/chemical properties of parent material at any stage of processing at Sub Contractors end and also of final machined components submitted in BHEL stores.
- g) The Sub Contractor shall supply the finished components with proper packing arrangement as specified in respective Purchase Order(s).
- h) The Sub Contractor(s) who have deployed their labor for work within BHEL Premises shall be responsible for compliance of following Labour laws/Acts
  1. Payment of Wages Act 1936.
  2. The Employees Provident Fund and Miscellaneous Provision Act 1952.
  3. The Factory Act 1948.
  4. The Employee State Insurance Act 1948.
  5. The Employment of Children's Act 1938.
  6. The Minimum Wages Act 1948.
  7. Workmen Compensation Act 1923

(Any other Labour laws as applicable will be taken into consideration for compliance of labour laws in this contract.)

i) For this procurement, Public procurement (Preference to Make in India), Order 2017 dtd 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.20 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after the issue of this NIT but before finalization of contract /PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Further with ref to Clause no .9 a of above mentioned order self-certification from all bidders is required as mentioned below:

The ‘Class-I local supplier’/‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that item offered meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

j) Abridged version of Guidelines for Suspension of business dealings with suppliers/contractors are available at below mentioned link

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

## **27. PERFORMANCE MONITORING:**

- a) The Sub-contractor/s with whom contract is entered into will be evaluated based on the “System for Performance Monitoring & Rating for Vendors”.
- b) Performance Rating will be taken into consideration while releasing further orders on the Sub-contractor. Based on performance of the Sub-contractor, supplier control checks will be specified from time to time and will be binding on the sub-contractor.
- c) The Supplier Performance Rating shall be used for assessing the performance of a supplier in comparison with other suppliers with a view to decide whether or not to continue to procure the products from the supplier if the Supplier Performance Rating is below a certain limit.

**d) For more details on Supplier Performance Rating, supplier can read Para 9.0 in abridged version available at following link: -**

[https://www.bhel.com/sites/default/files/SEARP-2016\\_abridged\\_for\\_web.pdf](https://www.bhel.com/sites/default/files/SEARP-2016_abridged_for_web.pdf)

e) The feedback to the supplier shall be posted every quarter. In addition, the annual SPR rating shall also be intimated to the supplier. In case, the vendor does not contest the SPR ratings within 15 days of the availability of SPR on B2B portal, it shall be construed that the vendor has accepted the SPR ratings provided by BHEL.

## **28. DEALING WITH BANNED SUPPLIERS /CONTRACTORS:**

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 banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1. Integrity commitment, performance of the contract and punitive action thereof:
  - a. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. During the tender process, BHEL will treat all Bidder(s) in a transparent and fair manner, and with equity.
  - b. Commitment by Bidder/ Supplier/ Contractor:
    - a. The bidder/ supplier/ 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 provision of the Indian Penal Code, 1860 or any other law in force in India.
    - b. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other

intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- c. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

### **29. WORDS AND FIGURES:**

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

### **30. PREFERENCES FOR MSE' s:**

Preferences\* as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018” or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

MSE suppliers can avail the indented benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (where deemed validity of EM II certificate of five year has been expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part-I in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by the Gazetted officer. Copy of UDYAM certificate can also be submitted.

\*All these preferences are applicable subject to the submission of applicable certificates (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises).

Necessary Document to be submitted in Part-I:

- Acceptance of all techno-commercial terms and conditions. If nothing is mentioned for any terms and condition, it shall be concluded that the same is accepted.
- Copy of MSME/SSI/NSIC Certificate (if applicable).
- Documents required as per Pre Qualification Criteria
- Un-priced bid with all taxes and duties (extra/inclusive) and % mentioned.

Document to be submitted in Part-II: Rates per pc (no.) mentioned in figures as well as in words. **No other condition shall be mentioned.**

*Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening*

**31. SUPPLIED MATERIAL ADJUSTMENT:**

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of Taxes will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. Vendor can ask for pending PO's from BHEL anytime.

**32. Fraud Prevention:**

**"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."**

**33. Submission of signed & stamped documents:**

Before uploading scanned documents if any, the bidders shall sign and stamp on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

For and on behalf of BHEL

Simran Singh  
Dy.Manager/Sub-Contg.

<b>Annexure-A</b>					
<b>List of items for Tender Enquiry No. BHEL:IVP:SC:CCASS:02-2627dated: 22.05.2026</b>					
<b>Sl. No.</b>	<b>Material Code</b>	<b>Item Description</b>	<b>Drawing No.</b>	<b>Material</b>	<b>QTY. (Nos.)</b>
<b>MEJIA PROJECT</b>					
MEJ-01	G93123320000	PL.10X125X144	1-45-220-00602	SA240TP309S	240
MEJ-02	G93123340000	PL.10X24X180	1-45-220-00602	SA240TP309S	240
MEJ-03	G93123300000	PL.10X310X533	1-45-220-00602	SA240TP309S	120
MEJ-04	G93123330000	PL.10X32X100	1-45-220-00602	SA240TP309S	240
MEJ-05	G93123370000	PL.10X32X471	1-45-220-00602	SA240TP309S	80
MEJ-06	G93123380000	PL.10X32X526	1-45-220-00602	SA240TP309S	80
MEJ-07	G93123260000	PL.10X379X533	1-45-220-00602	SA240TP309S	80
MEJ-08	G93123270000	PL.10X382X482	1-45-220-00602	SA240TP309S	80
MEJ-09	G93123350000	PL.10X42X315	1-45-220-00602	SA240TP309S	320
MEJ-10	G93123310000	PL.10X66X175	1-45-220-00602	SA240TP309S	160
MEJ-11	G93123290000	PL.6X348X608	1-45-220-00602	SA240TP309S	80
MEJ-12	G93123280000	PL.6X350X622	1-45-220-00602	SA240TP309S	80
<b>PANIPAT PROJECT</b>					
PAN-13	G93121450000	PL 10X120X245	2-45-220-00998	SA240TP309S	48
PAN-14	G93121460000	PL 10X287X548	2-45-220-00998	SA240TP309S	32
PAN-15	G93121420000	PL 10X303X28	1-45-220-00943	SA240TP309S	160
PAN-16	G93121410000	PL 10X480X91	1-45-220-00943	SA240TP309S	96
PAN-17	G93121470000	PL 10X50X113 (45x101)	2-45-220-00998	SA240TP309S	32
PAN-18	G93121480000	PL 10X55X55 (49x55)	2-45-220-00998	SA240TP309S	32
PAN-19	G93121400000	PL 10X615X418	1-45-220-00943	SA240TP309S	32
PAN-20	G93121390000	PL 10X726X413	1-45-220-00943	SA240TP309S	32
PAN-21	G93121370000	PL 6X626X462	1-45-220-00943	SA240TP309S	32
PAN-22	G93121380000	PL 6X762X453	1-45-220-00943	SA240TP309S	32