

SCOPE OF SUPPLY
ITEMS TO BE SUPPLIED IN THIS BID

PR 100177972

Bidder to sign and stamp all pages in this document and upload as an agreement to supply the below item.

Sl. No.	Description	Unit	Qty.	Destination	Delivery period
1.	11KV AB SWITCH Material code: IM8280000757	SET	01	STORES E2 Ward, BHEL BAP, RANIPET	30 days from the date of PO.

Scope of supply: Procurement of AB switch

Offer from Supplier: M/S. UTEC, Chennai will be considered only for this tender.

Bid type: Single-part bid basis (containing both technical & financial details).

Delivery Terms: FOR destination

Documents to be submitted along with the offer:

- 1) Technical bid and Price bid
- 2) Commercial Terms Form with filled & signed (Attached).
- 3) GSTN Certificate.
- 4) PAN details.
- 5) Udyam Certificate.

Note:-
1. Quantity Tolerance: NIL
2. Evaluation of offers will be done on Total value wise.
3. Delivery Terms: F.O.R. DESTINATION (Destination: Manager, Stores, E2 Ward, BHEL, BAP Ranipet, TN -632406). Packing, Forwarding, Freight, Insurance charges, E&C charges and all applicable taxes to be included in quoted price.
4. BHEL Specification should be submitted duly signed and stamped.

Sign & Stamp of bidder

(By signing this I/We agree to follow all technical documents and drawings applicable for these above items and tender in total)

IMPORTANT NOTE

- (i) Bid Price: The Bidder has to quote the Price INCLUSIVE of all taxes (GST and other taxes) and all other charges like Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and Insurance.

(Illustration: If a bidder quoted rate for an item as Rs.100.00, basic price will be Rs.84.74 and GST will be Rs.15.25. BHEL will place PO with rate as Rs.84.74 and with GST @18.00% extra.)

- (ii) L1 Bidder has to provide Break price for placing BHEL PO.

- (iii) Total Value to be only mentioned.

GST RATE AND HSN CODE

SL		Supplier to mention
1	GST RATE	
2	HSN CODE	

Sign & Stamp of bidder

(By signing this I/We agree to follow all technical documents and drawings applicable for these above items and tender in total)

SPECIFICATION FOR PR: 100177972 (AB SWITCH)

ITEM SL NO	IM CODE	ITEM DESCRIPTION	QTY (SET)	BIDDER'S COMPLIANCE / OFFER
10	IM8280000757	11KV AB SWITCH, 2 NOS OF JAW CONTACT AND 1 NO OF MOVING TUBE CONTACT FOR 3 PHASE SET	1	

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents (except the listed in Annex 3A) as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid (except those listed in Annex 3A).

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

Note: In case of any deviation, Annex 3A shall be used. Non-submission of either of Annexure 3 or 3A, shall be treated as no deviation.

CERTIFICATE OF TECHNO COMMERCIAL DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **List of Techno commercial Deviation taken during Quote**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby propose/takes the following deviation (negotiable), and

Ref Cl No/Location/ Doc	Existing as per tender	Proposed revised

the following deviation (non-negotiable)

Ref Cl No/Location/ Doc	Existing as per tender	Proposed revised

We further confirm our unqualified acceptance to all other Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

Note: Non-submission of 3A shall be treated as No deviation.

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM Bid Specification No:

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

I/We hereby submit the following information pertaining to relation /relatives of Proprietor/ Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in BHEL and their particulars are as below:

- i.**
- ii.**
- iii.**
- iv.**

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

- 1. Attach separate sheet, if necessary.
- 2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Make in India (MII): Form – 1 for Local Content

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04th JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: Declaration reg. minimum local content in line with Public Procurement (Public Procurement (Preference to Make In india)

References:

- 1.P-45021/2/2017-B. E-II dated. 15th June-2017,
- 2.P-45021/2/2017-PP(BE-II) dated. 28th May-2018,
- 3.P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
- 4.P-45021/2/2017-PP(BE-II) dated. 4th June-2020
5. P-45021/2/2017-PP(BE-II) dated. 19th July-2024, and subsequent order(s).

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby declare with reference to above subject and references for the items/works/services offered by that M/s ----- (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more

(or)

"Class-II local Supplier" meeting the requirement of local content 20% (twenty percent) to less than 50% (fifty percent),

as defined in Public Procurement (Preference to Make in India), Order 2017 issued by DPIIT and subsequent order(s)/ government notification for the goods and services.

Contd. to next Page

The details of location at which local value addition is made are as follows (In case more, use separate annexure):

(1) _____ (2) _____
(3) _____ (4) _____

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

Place:

Date:

Declaration: The format is filled in original/revised (changes shall be put up as annexure) form.

Note: For this procurement, the local content to categorize a supplier as class I local supplier/ class II local supplier/ Non-Local supplier and purchase preference to class I local supplier, is as defines 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 Price/Finance bid/offers for/against this NIT. – Clause as per cir 07 of 2024-25 ref AA: SSP: PPP-MII dt 05-12-2024

(a) Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

(b) **For tender value INR 10 crores or more**, shall be vetted/endorsed by statutory auditor or cost auditor, for the declared local content. In case of non-submission of CA certified MII documents along with offer, the same may be submitted during supply of materials, failing which 10% of invoice value shall be on hold till the receipt of such document max 3 years. In such case, offer shall be qualified on the basis of self-declaration basis.

(c) In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

(d) Other format (MII or Local content declaration) are not accepted and shall be treated and non-submission. Non-Submission shall be treated ad non-MII bid, MII preference will not be provided.

(e) All the terms of above referred orders as per references are applicable along with all the revisions and further orders, if any.

End

Format for declaration as per Public Procurement Policy for MSEs Order, 2012
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Date: _____

To,

(Name & Address of Officer of BHEL inviting the Tender)

Madam/Sir,

Subject: Declaration as per Public Procurement Policy for MSEs Order, 2012

Followings are declared herewith

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

UDYAM registration certification Number: _____

UDYAM registration assessment year: _____

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

Note:

1. Udyam registration shall be attached, failing which declaration shall be treated as null and processed as bidder has not furnished the requirement. Accordingly, offer shall be processed construing that the bidder is not falling under MSE category.
2. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.
3. If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

**Format for Preventive Measures to Address Conflict of Interest among Bidders/
Agents**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Date: _____

To,

(Name & Address of Officer of BHEL inviting the Tender)

Reference(s):

- (1) BHEL Circular no. 3 of 2025-26, dt 05-06-2025 (AA:SSP:Col)
- (2) DoE Manual for procurement of Goods 2024, GoI

Madam/Sir,

Subject: Declaration against BHEL Tender/ Enquiry/ Bid Number _____
Dated _____ regarding 'conflict of interest' shall be treated as part of tender, which should be signed by the authorized signatory of the bidder.

Treatment in case of case of conflict of interest:

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:

- 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 equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

- 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.

By signing this this document, 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.

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

Note: Bidders having a conflict of interest shall not be eligible to participate in the tender process.

ANNEXURE –“A”
ENQUIRY No. Email enquiry dt 24.09.2026
COMMERCIAL TERMS AND CONDITIONS
(To be filled in full and to be submitted along with offer)

SL. NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	PRICE	Firm till completion of order.	
02	DELIVERY TERMS	FOR, DESTINATION (BHEL, BAP, Ranipet-Stores – E2 Ward)	
03	PACKING & FORWARDING	Whether included in basic price or Extra.(if extra, indicate in %age)	
04	FREIGHT & INSURANCE	Whether included in basic price or Extra. (if extra, indicate %age)	
05	GST	Applicable GST to be indicated by supplier. (IGST/SGST/CGST/UTGST) (Applicable on basic price)	
06	MSME STATUS (MICRO/SMALL/MEDIUM)	To be indicated by supplier.	
07	PAYMENT	For MSE vendors 100% within 45 days after receipt & acceptance of materials at our end. For NON - MSE vendors "100% within 90 days of receipt and acceptance of materials at our stores". (Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your base rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
08	DELIVERY PERIOD	To be indicated by supplier (In terms of no of weeks/days form the date of PO)	30 days from the date of PO
09	L.D. CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder)	
10	OFFER VALIDITY	Minimum 90 days from the date of Technical bid opening	
11	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch No Extra cost shall be offered	At Stores BHEL BAP Ranipet only
12	TEST CERTIFICATE along with Dimensional reports	Required @ no extra cost	
13	GUARANTEE CERTIFICATE (Period: 12 months from the date of commissioning (or) 18 months from the date of supply which ever is earlier.	Required @ no extra cost	
14	INSTALLATION & COMMISSIONING	Supplier's scope (if required, please indicate charge per man day inclusive of to & fro, lodging, boarding to site on lump sum basis)	Not Applicable
15	PERFORMANCE BANK GUARANTEE (10% OF RDER VALUE)	Not Applicable.	Not Applicable
16	O&M MANUAL	Not Applicable	Not Applicable
17	RISK PURCHASE	SPECIFICALLY CONFIRM YOUR ACCEPTANCE	Not Applicable
18	Reverse Auction (RA)	Reverse Auction is not applicable.	Not Applicable
19	HSN # No of products	To be indicated for each product	
20	GST registration no	Supplier to indicate GST registration no of firm	
21	MANUFACTURING PLACE & COUNTRY	To be indicated by supplier.	

SIGNATURE WITH SEAL

ANNEURE – “B”
 ENQUIRY NO.: **Email enquiry dt 24.09.2026**
 REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
 (To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e. Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEET / DRGS	Filled Data Sheet and your Drgs are to be submitted along with offer. (if applicable).	NA
03	QUALITY PLAN	MQP/SQP to be submitted for BHEL approval	NA
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

Date:

SIGNATURE WITH SEAL

(to be submitted along with the offer)

SPECIFICATION DEVIATION DISPOSITION REPORT				
Specn		Item		
Eng. No & Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
"AGREED DEVIATION " if any to be incorporated in the PO in the event of order.		APPROVED BY		

Tender Inviting Authority: Sr.Manager /Purchase, BHEL BAP Ranipet												
Name of Work: Procurement of 11KV AB Switch												
Enquiry No: Email_Enq dt 24.09.2026												
Name of the Bidder/ Bidding Firm / Company :												
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)												
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE (including Frieght & Insurance) In Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	12	7	8	9	10	11	12	13
1	Supply of Goods											
1.01	11KV AB SWITCH	IM8280000757	1	SET	INR	0.000	18.00	0.0		0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only										

Bidders shall submit duly signed and sealed pdf files of the Buyer Added Bid Specific ATC.

Additional Technical Conditions for Purchase orders
Buyer Added Bid Specific Additional Terms & Conditions (ATC)

SL	Terms	Description
1	PQR-Technical / Financial	Shall be as per Tender Requirement
2	SCOPE OF SUPPLY	As per Bid
3	<u>INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:</u> BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.	
4	<u>DELIVERY:</u> As per scope of supply <u>NOTE:</u> a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any Delivery extension is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.	
5	<u>TRANSIT INSURANCE:</u> (as per details received in Indent) Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.	

6	<u>PAYMENT TERMS:</u> a) FOR NON MSME Bidders, 100% payment shall be released within 90 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. b) FOR MSME Bidders, 100% payment shall be released within 45 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. c) FOR MEDIUM ENTERPRISES Bidders, 100% payment shall be released within 60 days upon receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. However, GST will be applicable as per existing GST norms d) NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Contractor.
7	<u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:</u> The following documents are required to be sent with material dispatch/Billing Documents: • Original Tax Invoice (As per Cl. No. 4 above). • Copy of LR. • Warranty Certificate.
8	<u>BILL TO/ SHIP TO ADDRESS:</u> Bill to: AGM/ Purchase, INDIRA GANDHI INDUSTRIAL COMPLEX, BOILER AUXILIARIES PLANT, BHEL RANIPET, 632406 Ship to: AGM/ Stores, INDIRA GANDHI INDUSTRIAL COMPLEX, BOILER AUXILIARIES PLANT, BHEL RANIPET, 632406
9	<u>GUARANTEE/WARRANTY:</u> - (To be explicitly mentioned by the vendor)
10	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: - Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. - Buyer Added Bid Specific ATC - Bid / Technical Conditions of Contract (TCC) / GCC

11	NOTE: As per GCC 1. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 2.. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
12	<u>Enclosure:</u> Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings - may be as part of bid ATC, deviation may be liable for rejection Annexure-11: Declaration for relation in BHEL - Proposed below ATC term shall be – Unless declared as per format, it shall be treated as bidder has no relation with BHEL. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor. Annexure- 12: Declaration reg. minimum local content in line with revised public procurement – As per MII format

Additional Terms and Conditions

1. Bid Price: The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance etc. as specified in tender document.
2. Apply/Select for Make in India Class-1 supplier if eligible.
3. Apply/ select for MSE if eligible.
4. Bidder fulfilling the PQR criteria shall only qualify for this bid.
5. Bidder should upload PQR and technical specification after confirmation with seal & sign.
6. GST invoice: PO No., PO Description, Material code in GST invoice shall be as per BHEL Purchase order, which will be released after order confirmation. The GST invoice in hard copy or digitally signed shall only be accepted for payment by BHEL.
7. As per BHEL circular over conflict of interest among bidders/agent: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) They have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or (c) they have the same legal representative/agent for purposes of this bid; or (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid; or (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two

manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, or (g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same / similar line of business.

8. Please submit your most competitive offer (on firm price basis).
9. Fill up sign & submit annexure A&B, Annexure Q, MQP, Udyam reg. Certificate, bidder eligibility, conflict of interest, local content % etc. Along with technical bid
10. If any conflict in GCC and NIT, "NIT-terms will be prevailed"

Confidentiality Notice

All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, if any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

Material Rejection and Returns

If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection. The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s). If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

Set Off clause

In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.

Payment terms

a) Payment date shall not be based on the date of invoice. Hence, it is advised that bills are to be sent to BHEL/MM/Purchase – Dealing staff immediately (after dispatch) with complete required documents for processing bills. Seniority of payment shall be based on the date of clearing of bills by BHEL after scrutinising documents like Invoice, LR (original), BG, Packing list, Guarantee Certificate, etc as called for in the BHEL Purchase Order and other documents as per law of land

All Suppliers of BHEL are informed that the facility for online invoice registration and document uploading has been enabled in the SUVIDHA Portal

(<https://suvidha.bhel.in/suvidha/>). **With effect from 01-October-2025, it shall be mandatory for all Suppliers / Contractors of BHEL to register their invoices to be exclusively through the system along with the requisite documents.**

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 up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.