



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date-19-Oct-26

CORRIGENDUM- 02

PROJECTs	:	4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)
PACKAGE	:	DAMPERS FOR NUCLEAR VENTILATION SYSTEM
ENQUIRY NO	:	77/26/6161/AMI dated 01.10.2026
SUBJECT	:	TENDER DUE DATE EXTENSION & CHANGE IN NIT: REVISED MOU FORMAT

Type of Corrigendum			
Technical Corrigendum -	☐	Commercial Corrigendum -	☒

Bidders are requested to note the following -

1. Due date & time of bid submission has been extended up to 26.10.2026 @ 12.00 PM. Bid opening shall be done at 04:00 PM on the due date.
2. MoU format enclosed with NIT has been revised. Revised MoU format enclosed.

All the other terms and conditions of the tender enquiry remain unchanged. All the bidders are requested to quote accordingly.

Yours faithfully,
For and on behalf of BHEL

Amit Kumar
Sr. Manager/BOP

TENDER NO. 77/26/6161/AMI dated 01.10.2026

DESCRIPTION: PRE-BID TIE-UP/ MoU FOR DAMPERS FOR NUCLEAR VENTILATION SYSTEM FOR 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP).

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") is entered into on this -----day of -----
----- at Noida.

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED, a Government of India Undertaking incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi, (hereinafter referred to as ("**BHEL**"), which expression, unless repugnant or contrary to the context thereof, shall mean and include its successors and permitted assigns) of the First Part.

AND

M/s <Name of the Successful Bidder>, a [company incorporated under the Companies Act, 1956/ Companies Act, 2013/partnership firm, limited liability partnership/ proprietorship] having its registered office/ principal place of business at ----- --
-----, (hereinafter referred to as "**Contractor**" which expression, unless repugnant or contrary to the context, thereof shall mean and include its successors and permitted assigns) of the Second Part:

BHEL and the Contractor are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A.** Anushakti Vidhyut Nigam Limited ("ASHVINI") has invited bids for 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP) (hereinafter referred to as "**Project**"), which includes the scope for **Supply part, Services part, Mandatory spares and Engineering for DAMPERS FOR NUCLEAR VENTILATION SYSTEM** Package (hereinafter referred to as "**Package**")
- B.** BHEL is in process of submitting an offer to ASHVINI for the project on EPC basis, which includes the Package along with other scope of work, ancillary and incidental thereto, as provided in the ASHVINI tender.
- C.** BHEL floated a pre - bid tender enquiry bearing reference no. (the "**BHEL Tender**") to invite offers for the Package.
- D.** The Contractor submitted its offer for the Package (the "Contractor Offer").

- E.** Following techno-commercial evaluation of offers and opening of price bids, the Contractor has emerged as the lowest bidder for the Package at a lump-sum offered price of Rs. _____ (Rupees _____ only) (the “MoU Price”).
- F.** The Contractor has agreed to associate exclusively with BHEL as sub-contractor for the Package on the terms of this MoU and has agreed not to bid directly in the Project for the Package or associate with or support any other bidder, bidding for the Project, directly, indirectly or through any of its subsidiary, holding company, affiliate, partnership firm or in any other manner.
- G.** In the event the Project is awarded to BHEL, and subject to ASHVINI’s approval of the Contractor where required, BHEL may issue a Letter of Award/ Purchase Order and/or enter a separate Contract Agreement with the Contractor for carrying out the Package as a sub-contractor of BHEL.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, warranties and indemnities set forth in this MOU, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree on following terms and conditions:

1. PURPOSE OF THE MoU:

BHEL and Contractor desire to enter into this MoU for the purpose of:

- 1.1. Entering into pre-bid tie up for the Package
- 1.2. Submitting detailed proposal by BHEL to ASHVINI for the Package.
- 1.3. To specify the rights and obligations of each Party in relation to the pre-bid tie-up for the Package, till the issue of Letter of Award/Purchase Order to the Contractor by BHEL, if the Project is awarded by ASHVINI to BHEL.
- 1.4. Negotiating, and entering into Contract Agreement for the performance of the Package, when the Project is awarded by ASHVINI to BHEL.

2. PRINCIPLES OF AGREEMENT:

- 2.1. The Tender Document and the resulting contract for the Project shall be binding on both the parties. In case of breach of MOU by contractor, all the consequences including but not limited to invocation of 1% MOU Bid Bond and Suspension of Business dealings as per extant BHEL policy and Tender shall be applicable.
- 2.2. Award of the Package to the Contractor by BHEL shall be subject to the approval of the Contractor by ASHVINI.
- 2.3. Nothing in this MoU shall be construed as creating a partnership, joint venture, consortium, agency or fiduciary relationship between the Parties. Neither Party shall have any authority to bind the other Party or to contract, incur liability or make

any representation, warranty or commitment on behalf of the other Party, except to the extent expressly authorised in writing under this MoU.

- 2.4. There shall be no sharing of profit or losses between the Parties, Each Party shall be solely entitled to profits arising from its own performance and shall solely bear its own losses, costs, liabilities and expenses, except as otherwise expressly provided in this MoU. The relationship between the Parties is at arm's length, temporary and limited to the purpose of this MoU. Nothing in this MoU creates or requires any continuing relationship or commitment between the Parties, except as expressly provided herein.
- 2.5. In the event that the Project is awarded to BHEL by ASHVINI, and subject to ASHVINI's approval of the Contractor where required, BHEL may issue a Letter of Award/ Purchase Order and/ or enter into a separate Contract Agreement with the Contractor for the Package. Upon such issue or execution, the Parties shall carry out the Package in accordance with their respective scopes and the applicable General, Special and other Conditions forming part of the BHEL Tender.
- 2.6. The Contractor agrees that at the time of entering into this MoU, it has understood all the terms and conditions of BHEL Tender including all relevant technical specifications, corrigenda, addenda, written clarifications, etc issued till date. Any claim, financial and/ or commercial implications arising out of ignorance of any terms and conditions of BHEL Tender on any grounds whatsoever, shall not be accepted by BHEL later on and BHEL's decision shall be final in this regard.

3. SCOPE OF WORK:

- 3.1. The scope of work will be as detailed in Tender no 77/26/6161/AMI dated 01.10.2026.
- 3.2. The Contractor shall promptly provide all relevant technical and commercial information and assistance as required by BHEL for the purposes of the preparation and submission of the detailed proposal before the due date of ASHVINI Tender and for the negotiation of the ASHVINI Tender. Such information and assistance shall be provided within the time stipulated by BHEL, having regard to the ASHVINI tender schedule. The Contractor, may be required to attend meeting(s) in connection with the ASHVINI Tender and/or contract either between the Parties and / or among the Parties and ASHVINI. Parties shall bear their own expenses for these meetings and any other expenses incidental thereto.

4. VARIATION IN PRICING AND ALTERATION IN TERMS & CONDITIONS

- 4.1. The Lumpsum price as agreed upon by this MOU, will remain unchanged for the scope of the Package. However, BHEL reserves the right to negotiate with M/s ASHVINI at any stage to secure the Project, without involving the contractor. Any reduction on the final price for the Project, as agreed by BHEL during negotiations

with ASHVINI, shall be correspondingly applicable to the price agreed upon in the MOU and shall be binding on the Contractor.

- 4.2. No revision to MoU Price or agreed terms shall be permitted on account of Contractor's ignorance, omission, negligence, error, misinterpretation or failure to examine technical specifications and/ or tender terms and conditions on the part of the Contractor.

5. PERFORMANCE OF CONTRACT: LIABILITIES OF THE PARTIES

- 5.1. BHEL shall have no liability to the Contractor for any loss of business opportunity, including but not limited to any direct, indirect, special or consequential loss or damages of any kind whatsoever because of the Project not being awarded to BHEL, cancellation of Project, suspension of Project or for any other reason whatsoever.
- 5.2. The Contractor shall remain liable for due performance of all obligations undertaken by it under this MoU, including its obligations relating to MoU Price, exclusivity, tender support, confidentiality, Bid Bond, compliance and ethics and for all losses, costs and consequences suffered or incurred by BHEL as a result of the Contractor's breach of its obligations under this MoU.

- 6. CONFIDENTIALITY:** The Parties shall remain bound by the Non-Disclosure Agreement dated _____ executed between them, a copy of which is annexed as Annexure _____

7. INDEMNITY

The Contractor shall indemnify, defend and hold harmless BHEL from and against any and all expenses, claims, losses, costs, deficiencies, demands, penalties, liabilities and damages (including legal costs and expenses) arising out of or in connection with;

- 7.1. A breach of this MoU, the BHEL Tender or the Contractor Offer or
- 7.2. Any default in the performance of any of the covenants or agreements in this MoU.

The indemnity under this Clause shall survive expiry, termination or supersession of this MoU.

8. TIME PERIOD

- 8.1. This MoU shall continue to remain valid until the earlier of (a) issuance of Letter of Award ("LOA") or Purchase Order ("PO") by BHEL to the Contractor, or execution of a separate Contract Agreement between BHEL and the Contractor for the Package; (b) expiry of 18 months from the date of signing of this MoU, or (c) such extended period as may be mutually agreed in writing. The LOA/PO issued to the Contractor or the Contract Agreement entered into between the Parties, as applicable, shall supersede this MoU; provided that such

supersession shall not affect any right, remedy, liability or obligation accrued prior to such supersession or any provision which expressly survives under this MoU.

9. PRE-BID GUARANTEE/ BID BOND

- 9.1. The Contractor shall furnish a Bid Bond for an amount equal to 1% (One Percent) of the MoU Price within 30 days of signing of this MoU.
- 9.2. The Bid Bond shall be in the form of Bank Guarantee/ Security Deposit (in form of Instruments mentioned in PS clause of NIT). The Bank Guarantee shall be furnished in accordance with the relevant provisions of the Tender for Bank Guarantees.
- 9.3. The Contractor shall keep the Bank Guarantee/ Security Deposit furnished as Bid Bond valid until expiry of the validity period of the MoU including any extension thereof.

10. ASSIGNMENT

- 10.1. Neither Party shall, without the prior written consent of the other Party, transfer, assign or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this MoU.

11. TERMINATION OF MoU:

BHEL reserves the right to terminate this MoU in the following circumstances:

- 11.1 Breach of exclusivity
- 11.2 Withdrawal/Variation of the Offer unilaterally
- 11.3 Failure to furnish or extend the Bid Bond
- 11.4 Any other conditions mentioned in MoU & BHEL NIT

If BHEL terminates the MoU due to breach of this MoU by the Contractor, BHEL may invoke the Bank Guarantee or forfeit/adjust the Security Deposit furnished as Bid Bond, as applicable, without prejudice to any other rights or remedies available to BHEL under this MoU, the BHEL Tender or applicable law.

12. NOTICE

All notices under this MoU shall be in writing and delivered by hand, recognised courier, registered post to the addresses stated below, or to such other addresses as either Party may notify in writing to the other.

If sent to BHEL:

Bharat Heavy Electricals Limited
Project Engineering Management,
3rd Floor, BHEL Sadan,

Plot No. 25, Sector 16A,
Noida – 201301 (U.P.)

If sent to Contractor:

<Full legal name and address of the Contractor>

13. WAIVER

No failure or delay by BHEL in exercising any right or remedy under this MoU shall operate as a waiver. Any waiver shall be valid only if made in writing and signed by an authorized representative of BHEL.

14. GOVERNING LAW AND DISPUTE RESOLUTION :

14.1. This MoU shall be governed by and construed in accordance with the Laws of India.

14.2. All disputes and claims between the Parties which may arise out of or in connection with this MoU shall be settled amicably by good faith negotiation between the Parties. Detailed procedure for dispute resolution shall be as per clause of Conciliation & Arbitration as per **Annexure-B** to NIT

14.3. Courts at New Delhi shall have exclusive jurisdiction over all proceedings arising out of or in connection with this MoU, subject to the dispute-resolution mechanism set out in this Clause.

15. COMPLIANCE AND ETHICS

15.1. The Parties agree to fully comply with all the applicable laws and regulations in relation to the BHEL Tender and the Project. The Parties shall strictly abide by the code of conduct and ethics policy of their respective organisation.

15.2. Each Party hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of any Party or any other party in a manner contrary to applicable laws and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

15.3. Nothing in this MoU shall render a Party liable to reimburse another Party for any such consideration given or promised.

15.4. A material violation by a Party of any of the obligations contained in clause 15.1 or 15.2 above may be considered by the other Party to be a material breach of this MoU and shall entitle the other Party to terminate this MoU with immediate effect and without prejudice to any further right or remedies on the part of such

Party under this MoU or applicable law. The violating Party shall indemnify the other Party for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this MoU.

16. SEVERABILITY

If any provision of this MoU is held invalid, illegal or unenforceable by a competent court that provision shall be severed to the extent necessary, and the remaining provisions shall continue in full force and effect.

17. COUNTERPARTS AND AUTHORITY

This MoU may be executed in counterparts, each of which shall be deemed an original.

Parties hereby confirm their unqualified acceptance of the above terms and conditions evidenced by their signatures on this MoU

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their respective authorized representatives on the date mentioned here in above.

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Place: _____

For Bharat Heavy Electricals Limited

For Contractor (Name)

By

Name:

Designation

WITNESS

1.

2.