

(NIT TERMS & CONDITIONS)

Ref. Enquiry no. 77/26/6027/SHA, Dated 02.05.2026

DUE DATE
02.06.2026
BY 02:00 P.M.

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "LT Switchgear" for 2 X 800 MW NTPC SINGRAULI TPP Stage-III Project

BHEL invites your offers for **LT Switchgear** for scope as described in the various sections of the technical specification for **2 X 800 MW NTPC SINGRAULI TPP Stage-III Project**.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description – LT Switchgear			
Sl. No.	Project	TECHNICAL SPECIFICATION	Delivery completion schedule
1	2 X 800 MW NTPC SINGRAULI TPP Stage-III	PE-TS-512-506-E002, ISSUE NO. 01, REV NO. 00	As per Documentation Requirement of Technical Specification

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 P.M** Part-I (techno-commercial) bids shall be opened **at 04:00 P.M on due date**.

Bidders to note that detailed tender documents have been uploaded on following website: - <https://eprocurebhel.co.in>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

1. Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.
2. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please refer GCC Rev 07- Instructions to Bidders & Corrigenda to GCC Rev. 07.

3. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07, Corrigenda to GCC Rev. 07 and other Terms and Conditions included in this Enquiry

Shamik Gupta /Engineer/PG-I
PS-Project Engineering Management,
3rd Floor, New Building, BHEL,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

<https://pem.bhel.com/gcc.aspx>

4. Bidders to note that following form the part of tender documents:
 - a. Enquiry terms & conditions (NIT)
 - b. Technical PQR and Financial PQR
 - c. Special Conditions of Contract (SCC Rev. 01) of Project.
 - d. General Conditions of Contract (GCC) Rev 07 & corrigenda to GCC Rev. 07 comprising of: **Instructions to Bidders (ITB) and General Commercial Terms & Conditions (GCTC)**
 - e. Technical Specifications & BOQ
5. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
6. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
7. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
8. Unsolicited fresh/revised bids shall not be entertained.
9. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
10. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
11. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
12. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Mr. Shamik Gupta/Engr./PG-I
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PEM, 3Rd Floor, BHEL Sadan,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: shamikgupta@bhel.in
Ph. No. 97163366332

Mr. Shri Prakash Yadav/PG -I
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
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Shamik Gupta /Engineer/PG-I
PS-Project Engineering Management,
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Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-97163366332

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13. **Pre Bid Detail(s) : Pre-bid meeting shall be scheduled on 22.05.2026 at 11:00 AM at BHEL, Noida office address as above.**

14. Evaluation shall be done on Total Cost to BHEL basis excluding GST.

15. Integrity Pact: Integrity pact is applicable for subject package.

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

1. Dr. Sarat Kuamr Acharya, Ex-CMD, NLC- iem1@bhel.in

2. Shri R. Mukundan, IRPS (Retd.) iem2@bhel.in

3. Shri Madan Lal Meena, IAS (Retd.) iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno- commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided in the NIT."

16. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**

Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017, dated 19.07.2024.

This package is not divisible in nature. The minimum local content to qualify as a class 1 local supplier is 60%.

Bidders are required to provide the following along with the Part-1 bid: -

Provide a certificate (as per annexure IV) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Please submit the extract of AGM Resolution/ Directors meeting (as applicable) of your company regarding appointment of statutory auditor or cost auditor of current year.

17. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. Margin of purchase preference is 15%. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% of margin of purchase preference

/ price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total quantity.

18. Bidder to note that this is a conditional Open tender enquiry subject to following conditions: -
 - a. Meeting of Technical and Financial PQR
 - b. Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
 - c. Offered item should mandatorily conform to PP-MII order provisions.
 - d. Approval of vendor from end Customer (NTPC) shall be taken up by BHEL-PEM.
 - e. Bidders who are not approved from end customer should furnish the credentials as per NTPC's sub-supplier questionnaire.
19. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 or subsequent circulars (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP subsequent circulars shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.
20. CIF is not available for this package.
21. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.
22. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only ([https:// eprocurebhel.co.in](https://eprocurebhel.co.in)) under subject tender reference. Bidders are requested to visit our website from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.
23. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e- Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
24. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package, however Conditions of prior turnover may relax to Micro and small Enterprise and Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), subject to meeting of Quality and Technical specifications in accordance with the relevant provision of rule 173 (i) of the GFR, 2017.
25. PVC SHALL BE APPLICABLE FOR THIS ENQUIRY FOR PMCC / PCC / MCC / ACBD / DCDB ONLY) AS PER IEEMA CIRCULAR (<https://ieema.org/wp-content/uploads/2020/07/lvswgr-jan-2019.pdf>). PVC Ceiling limit shall be positive (+ve) 20% of Ex-works price and negative (-ve) unlimited. PRICE VARIATION IS NOT APPLICABLE FOR AC MCCB BOX; DC MCCB BOX; HMI SYSTEM; NUMERICAL RELAY, IMCC AND WIRELESS TEMP

MONITORING SYSTEM- NETWORKING HARDWARE; AMC FOR NUMERICAL RELAY; NUMERICAL RELAY, IMCC, WIRELESS TEMP MONITORING AND HMI SYSTEM- COMMISSIONING; TOOLS & TACKLE; SITE MODIFICATION; E & C SPARES & MANDATORY SPARES.

26. Overall (%) variation in contract values (due to changes in the scope) shall be applicable up to (-) 30% to (+) 30% of the total contract value".

27. **Delivery & Payment terms:**

SCOPE	DELIVERY	PAYMENT TERM
BOARDS/AC/DC MCCB Box (Item nos. 1-66 of BOQ-CUM-Price Schedule for LT Switchgear)	Lot (incl. subsequent lots released due to quantity variation) shall be released along with Cat-1 approved drawings/ documents applicable for the lot. Delivery time of the lot shall be 120 days from date of release of lot or date of issue of applicable Cat-1 approved drawings/ documents whichever is later. (Refer "Documentation Requirement" sheet of Technical Specification).	As per Clause 9.1.1 of GCTC of GCC Rev. 07
HMI SYSTEM (Annexure-A)	Within 30 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
HMI E&C (Annexure-C)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.4 of GCTC of GCC Rev. 07
NUMERICAL RELAY, IMCC AND WIRELESS TEMP MONITORING SYSTEM- NETWORKING HARDWARE (Annexure-B1 AND B3)	Within 60 days from approval of "Overall system architecture for LT Switchgear Network"	As per Clause 9.3.1 of GCTC of GCC Rev. 07
NUMERICAL RELAY, IMCC & WIRELESS TEMP MONITORING SYSTEM COMMISSIONING- (Annexure-C)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.4 of GCTC of GCC Rev. 07
AMC FOR NUMERICAL RELAY (Annexure-B2)	Within 10 days from intimation by BHEL	As per Clause 9.5 of GCTC of GCC Rev. 07
TOOLS & TACKLES (Annexure-D)	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
SITE MODIFICATION CHARGES (Annexure-E)	Within 15 days from intimation by BHEL and readiness of site for the activity	As per Clause 9.5 of GCTC of GCC Rev. 07
E&C SPARES (Annexure-F)	Within 90 days from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07
Mandatory spares (Annexure-G)	Within 4 months from BHEL clearance	As per Clause 9.1.1 of GCTC of GCC Rev. 07

28. **Guarantee Period:** Guarantee Period shall be as per clause no. 12 of General Commercial Terms & Conditions (GCTC) of GCC Rev. 07.

29. **Minimum E&C Charges:** Total Erection & Commissioning Charges (excluding GST) for HMI System & Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System should be

minimum 20% of the total quoted price of the HMI System & Networking Hardware for Numerical Relay, IMCC & Wireless Temperature Monitoring System (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for remaining scope of contract will not be changed.

30. **Performance Security:**

I. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty/ AMC upon certification by PG.

OR

5% of the contract value (total Ex-works excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/ warranty/ AMC upon certification by PG.

II. Initial validity of performance security shall be 26 months from PO date (Considering engineering time of 2 months + delivery period of 4 months + 18 months guarantee period + 2 months claim period. Further, extension shall be in order to cover the entire guarantee period.

III. Performance Security @ 5% of contract value can be proportionately reduced after completion of Guarantee Period Lot-wise/Unit-wise/ Stage-wise/Set-wise/Scope) subject to the units/sets/stages/Scope being explicitly specified in delivery terms in the contract.

Modes of deposit:

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security is to be furnished within **14** days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Forfeiture of Performance Security:

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

- b) PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- c) The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

This clause shall prevail over clause no. 11.0 of GCTC of GCC rev 07.

31. Earnest Money Deposit: EMD amount shall be Rs. **40 Lakh.**

EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit: -

The EMD may be accepted only in the following forms:

- i. Electronic Fund Transfer credited in BHEL account (before tender opening)
BHEL-PEM account details are as follows:
Bank name, State Bank of India
Account No: 39922687394
IFSC: SBIN0017313
BRANCH-CAG II NEW DELHI
- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).
- iii. Fixed Deposit Receipt (FDR)
- iv. Bank Guarantee from any of the Scheduled Banks.
- v. Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD

- a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.
- c) Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
- d) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.
- e) EMD shall not carry any interest

32. **Evaluation Conditions: (Reverse Auction)** -BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender as per latest reverse auction guidelines AA:SSP:RA:00 dated 05.12.2024. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any

bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

“Vendors to note that above RA clause will supersede clause no 13 of “Instruction to Bidders” of GCC Rev 07 & its Corrigenda 01.

33. **Liquidated Damages:**

Main Supply : Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Main Supply goods/stores within the period stipulated in the Order/ Contract. Additional Qty. (provided separately under Qty. var. clause of contract) shall be considered as separate Main Supply lot for LD purpose.

Services (including commissioning & site modification): For delay in deputing service engineer, LD shall be applicable @ ½ percent of the unexecuted services portion of order/ contract value (excluding element of taxes) per week or part thereof. However, total LD (Main Supply + services) shall be limited to 10% of cumulative total contract value excluding excluding GST.

Services (AMC): For delay in deputing service engineer, LD shall be applicable @ ½% of the unexecuted services portion (AMC) of order/ total AMC value (excluding element of taxes) per week or part thereof. However, total LD (supply + services) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + services).

Mandatory Spares: LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

Tools & Tackles: - LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of **Tools & Tackles** excluding GST.

E & C Spares: - LD shall be applicable @ ½ percent of the Undelivered portion of order / contract price excluding GST per week or part thereof, limiting to 10% of total contract value of **E & C Spares** excluding GST.

Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero', etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).

34. **Validity of contract (PO rates, terms and conditions):** Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

34.1. Validity of the contract for Main supply, E & C Spares, tool & tackles including quantity variation: -

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PS-Project Engineering Management,
3rd Floor, New Building, BHEL,
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- Contract validity shall be 2 years for supply & 3 years for site modification. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

34.2. Validity of the contract for supply of mandatory spares/ services -applicable in the contract: -
Validity of contract for supply of mandatory spares/ services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 34.1 above.

34.3. Validity of the contract for AMC: -

- The commencement date for AMC will be the date of taking over by the end customer. However tentatively commencement date of AMC shall be 05.05.2028. Validity of the contract shall be till 04.05.2031 or three years from the date of taking over by end customer whichever is later.

Notes:

- a. Main supply including quantity variation, mandatory spares, E & C Spares, tool & tackles /services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- b. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

35. Delivery Extension: Extension of contractual delivery time: -

Delivery time mentioned in the NIT includes manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- (i) Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC Rev 07 terms.
- (ii) Delay in providing engineering input/material by BHEL.
- (iii) Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

36. Breach of Contract, Remedies and Termination:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:

- (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.
- (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM.
- (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.
- (iv) if recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

Above mentioned clause shall be considered in place of Risk & Cost clause of GCC Rev 07.

37. Bidder to furnish the declaration w.r.t conflict of interest as per enclosed annexure -V.
38. 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.

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

Note: 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.

39. **Grievance Redressal Mechanism:** - To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:
First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.
40. **Limitation of liability & Consequential Damages**
Limitation of liability: - Maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Purchase order and/ or Contract shall not exceed the amounts actually received by the Seller under the Purchase order and/ or Contract, maximum to 100% of the total contract value
Consequential Damages:- that In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages.
41. MSME / Start-up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further, PEM is already registered with TReDS Platform. You are requested to get registered with TReDS Platform to avail the facility as per GOI guidelines.
42. The facility for online invoice registration and document upload has been enabled in the SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>) for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.
43. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.
44. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on “www.bhel.com” for participating in tender enquires through e-procurement.

45. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT:
- Acceptance of BHEL-PEM GCC (Rev.-07) & Corrigenda to GCC Rev. 07
 - Acceptance of Special Conditions of Contract (SCC Rev. 01) for the project
 - Technical & Commercial Deviations if any along with Cost of withdrawal in Annexure-II of GCC Rev 07
 - Technical Pre-Qualifying Requirement (Tech PQR)
 - Financial Pre-Qualifying Requirement (Fin PQR)
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - Filled Format of Certification reg. Local content
 - Land Border

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

Please note that all correspondence from BHEL-PEM before Part-I opening shall also be part of NIT.

Thanking You

Yours faithfully,
For and on behalf of BHEL-PEM

Digitally signed by SHAMIK GUPTA
DN: c=IN, o=Bharat Heavy Electricals Limited, ou=Department of Heavy Industry, postalCode=201301, l=Gautam Buddha Nagar, st=Uttar Pradesh, street=BHARAT HEAVY ELECTRICALS LIMITED, PLOT NO - 25, HRDI BUILDING, CDT, 2ND FLOOR HALL SEC - 16A, NOIDA,
2.5.4.20=7e7b5fda1db2650271bed1d1354b5fa07107b4ecbf79360a33ad4f4c99a5480d,
serialNumber=01296bc789cc50361a0238c26dd668e088e53c2151a250cd7b7636eda0bb6dae, email=shamikgupta@bhel.in, cn=SHAMIK GUPTA

Shamik Gupta
(Engineer/PG-I/BHEL PEM)

Enclosures:

1. Technical Specification No. **PE-TS-512-506-E002, ISSUE NO. 01, REV NO. 00**
2. Technical PQR and Financial PQR
3. Unpriced format (Annexure-I)
4. Unpriced Deviation schedule- Cost of withdrawal (Annexure-II)
5. Format of Certification reg. Land Border (Annexure-III)
6. Format of Certification reg. Local Content (Annexure-IV)
7. Declaration w.r.t conflict of interest (Annexure-V)
8. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (Annexure -VI)
9. BANK GUARANTEE FOR PERFORMANCE SECURITY (Annexure -VII)
10. DECLARATION BY MSE SUPPLIERS REGARDING OWNERSHIP STRUCTURE ALONG WITH UDYAM CERTIFICATE (Annexure -VII)
11. INSURANCE SURETY BOND TOWARDS BID SECURITY (Annexure -IX)
12. INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY (Annexure -X)
13. SCC Rev 01
14. Signed Integrity Pact
15. Sub vendor Questionnaire

Shamik Gupta /Engineer/PG-I
PS-Project Engineering Management,
3rd Floor, New Building, BHEL,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049



**PROJECT
ENGINEERING
MANAGEMENT**

**GENERAL CONDITIONS
OF CONTRACT (GCC)**
Revision no. 07

ANNEXURES

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:- 2X800 MW NTPC SINGRAULI STPP STAGE – III									
PACKAGE:- LT SWITCHGEAR									
TENDER ENQUIRY REFERENCE:-									
NAME OF VENDOR:-									
SL NO	VOULME/SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME			DESIGNATIONS			SIGN & DATE			
NOTES:									
1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.									
2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.									
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.									
5. Bidder shall furnish price copy of above format along with price bid.									
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation (loading as per Annexure-VII), will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.									
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.									
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.									
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.									
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.									
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.									

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

TO WHOMSOEVER IT MAY CONCERN

TO

BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)
3rd Floor, BHEL-SADAN,
PLOT NO. 25, SECTOR-16-A,
NOIDA-210-301 (U.P.)

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: OM dtd. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India

Bid No.
Description of item(s):

I have read the clause regarding restrictions on procurement from a Supplier of a country which shares a land border with India, as per OM dtd. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note: Suppliers to note that in case above certification given by a Supplier, whose bid is accepted, is found to be false, then this would be a ground for penal action and for taking further action in accordance with law and as per extant guidelines.

MAKE IN INDIA

Subject: - CERTIFICATION REGARDING LOCAL CONTENT

Reference: Bid No.

Description of item(s):

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of% .

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and we qualify as **Class –.....** (Class-I/ Class-II/Non-Local Supplier - as applicable) local supplier.

We further confirm that details of location at which the local value addition is made is at
..... (Supplier's / OEM's Manufacturing works)

Country of Origin from OEM:

(For items sold by Supplier as reseller, OEM certificate for Country of Origin to be submitted.)

We confirm the following for the current tender:

- (1) Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA).

That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 2(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.

- (2) For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
- (3) We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- (4) We understand that we have to give a self-certification regarding local content wherever the tender value is up to INR 10 crores. In case, the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both the cases, the certification has to be provided by us during bid submission.
- (5) We also understand, false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General finance rules for which the Supplier or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.

- (6) That in case we are the successful Supplier and the contract value of the order awarded to us is more than INR 10 crores, we will provide local content certification duly certified by cost/ chartered accountant in practice during execution of the contract. That a penalty up to 10% of the contract value may be imposed on us during execution, in case we do not meet the stipulated local content during the execution of the contract. We are also aware that the contract awarded to us will not be terminated on this account.
- (7) We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Thanking you,
Yours faithfully,

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

Note: Suppliers to note that in case above certification given by a Supplier, whose bid is accepted, is found to be false, then this would be a ground for penal action and for taking further action in accordance with law and as per extant guidelines.

UNDERTAKING FOR CONFLICT OF INTEREST

(To be typed and submitted in the Letter Head of the Supplier)

Ref : 1) Bid No. & Date:

Treatment of Cases Regarding Conflict of Interest:

The Supplier 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 BUYER who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BUYER directly or indirectly;
- ii) The Supplier (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 Supplier participates in more than one bid in this tender process. Participation in any capacity by a Supplier (including the participation of a Supplier as a partner/ JV member or sub-Supplier 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-Supplier in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Supplier declares that they have read and understood the above aspects, and the Supplier 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 Supplier(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 Supplier 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 the BUYER as per extant policies/ guidelines.**

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

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To
BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)
3rd Floor, BHEL-SADAN,
PLOT NO. 25, SECTOR-16-A,
NOIDA-210-301 (U.P.)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴(name of the Employer) through its Unit at(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]
..... having our Registered Office at
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.
.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Suppliers in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵.....
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid/Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name of the Employer*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date*

⁷ *Date of Expiry of Claim Period*

Notes:

1. The BG for EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

TO

BHARAT HEAVY ELECTRICALS LTD.

POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)

3rd Floor, BHEL-SADAN,

PLOT NO. 25, SECTOR-16-A,

NOIDA-210-301 (U.P.)

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Supplier) with its registered office at _____² hereinafter referred to as the ' Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall

continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Supplier's liabilities.

This Guarantee shall remain in force up to and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE SUPPLIER /SUPPLIER / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Bank Guarantee should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

Ref : 1) Bid No. & Date:

DECLARATION BY MSE SUPPLIERS REGARDING OWNERSHIP STRUCTURE
ALONG WITH UDYAM CERTIFICATE

Any Supplier 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:

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

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

INSURANCE SURETY BOND TOWARDS BID SECURITY

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. [Insert Bond Number]

Date [Insert Date]

TO

BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)
3rd Floor, BHEL-SADAN,
PLOT NO. 25, SECTOR-16-A,
NOIDA-210-301 (U.P.)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No..... (Tender Conditions), M/s. having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of invited by (name of the Employer, hereinafter referred to as the 'Employer') through its Unit at The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit/ Bid Security in the form therein mentioned. The form of payment of Earnest Money Deposit/ Bid Security includes Insurance Surety Bond from an Insurer as per the extant guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Insurance Surety Bond against Earnest Money Deposit for an amount of is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Bond, we, the[Name & address of the Insurer] having our Registered Office at(hereinafter referred to as the Insurer) under this Bond, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums up to the maximum of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Bond shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder.

We Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Surety Bond shall be irrevocable and shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Surety Bond is made on us in writing on or before the or the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Bond.

We, Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up to or the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before _____ or the extended date, if any, all rights under this Surety Bond shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Insurance Surety Bond is returned to the Insurer. We, _____ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Date.....

Place of Issue.....

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 Insurance Surety Bond Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notes:

- 1. The Insurance Surety Bond for EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
- 2. The Insurance Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Insurer issuing the Insurance Surety Bond.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Insurance Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. [Insert Bond Number]

Date [Insert Date]

TO

BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)
3rd Floor, BHEL-SADAN,
PLOT NO. 25, SECTOR-16-A,
NOIDA-210-301 (U.P.)

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide an Insurance Surety Bond towards Performance Security, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we, (hereinafter referred to as the Insurer), having registered/Head office at and inter alia a branch at under this Surety Bond, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Surety Bond shall be a valid discharge of our liability for payment thereunder.

We theInsurer further agree that the Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeInsurer further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Surety Bond shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before theor the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Surety Bond thereafter.

We, Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up toor the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before _____ or the extended date, if any, all rights under this guarantee shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety Bond is returned to the Insurer.

We, _____ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Dated.....

Place of Issue.....

- 1 NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited
- 2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACT VALUE

- 5 PROJECT/SUPPLY DETAILS
- 6 AMOUNT IN FIGURES AND WORDS
- 7 VALIDITY DATE
- 8 DATE OF EXPIRY OF CLAIM PERIOD

Notes:

1. Insurance Surety Bond should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
2. The Insurance Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Insurer issuing the Insurance Surety Bond.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. Insurance Surety Bond for Performance Security shall be submitted to the Buyer in Original.
5. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Insurance Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.



ANNEXURE - 1

SUB-VENDOR QUESTIONNAIRE

i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office 	Details of Contact Person (Name, Designation, Mobile, Email) 		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured 	Details of Contact Person: (Name, Designation, Mobile, Email) 		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
vi.	Details of proposed works			
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate	Details attached at Annexure – F2.1		
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design Details attached at Annexure – F2.2 (if applicable)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3		
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5		
10.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.6		
11.	Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing	Details attached at Annexure – F2.7		



ANNEXURE - 1

SUB-VENDOR QUESTIONNAIRE

12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	Details attached at Annexure – F2.8			
13.	Testing facilities (List of testing equipment)	Details attached at Annexure – F2.9			
14.	If manufacturing process involves fabrication then-	Applicable / Not applicable			
	List of qualified Welders	Details attached at Annexure – F2.10			
	List of qualified NDT personnel with area of specialization	(if applicable)			
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses	Applicable / Not applicable Details attached at Annexure. –F2.11 (if applicable)			
16.	Supply reference list including recent supplies	Details attached at Annexure – F2.12 (as per format given below)			
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
17.	Product satisfactory performance feedback letter/certificates/End User Feedback	Attached at annexure - F2.13			
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) <i>Note:- Reports need not to be submitted</i>	Applicable / Not applicable Details attached at Annexure – F2.14 (if applicable)			
19.	Statutory / mandatory certification for the proposed product	Applicable / Not applicable Details attached at Annexure – F2.15 (if applicable)			
20.	Copy of ISO 9001 certificate (if available)	Attached at Annexure – F2.16			
21.	Product technical catalogues for proposed item (if available)	Details attached at Annexure – F2.17			
Name:					
Desig:					
Sign:					
Date:					

Company's Seal/Stamp:-

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and In addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

Digitally signed by SHAMIK GUPTA
 DN: c=IN, o=Bharat Heavy Electricals Limited, ou=Department of Heavy Industry, postalCode=201301, l=Gautam Buddha Nagar, st=Uttar Pradesh, street=BHARAT HEAVY ELECTRICALS LIMITED, PLOT NO - 25, HRDI BUILDING, CDT, 2ND FLOOR HALL SEC - 16A, NOIDA, 2.5.4.20=7e7b5fda1db2650271bed1d1354b5fa07107b4ecbf79360a33ad4f4c99a5480d, serialNumber=01296bc789cc50361a0238c26dd668e088e53c2151a250cd7b7636eda0bb6dae, email=shamikgupta@bhel.in, cn=SHAMIK GUPTA

For & On behalf of the Principal
 (Office Seal)

For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place _____

Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____
