



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**PROJECT ENGINEERING MANAGEMENT**  
**NOTICE INVITING TENDER (NIT)**

Enquiry No- 77/26/6074/SHA

Date-25-Jun-26

1. Mode of Enquiry	E - PROCUREMENT	
2. Tender Type	<b>Open Tender (Domestic-Indian)</b>	
3. Projects	<b>2 X 800 MW DVC Koderma TPS Phase-II &amp; 2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island</b>	
4. End Customer	<b>DVC</b>	
5. Package	<b>STATION LIGHTING SYSTEM (Turnkey package)</b>	
6. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
7. Due Date & Time for Offer Submission (10 days)	-6-Jul-26	<b>14:00:00</b>
8. Opening of Part I bid	-6-Jul-26	<b>16:00:00</b>
9. Earnest Money Deposit (EMD)	EMD applicable = Rs 40,00,000/-	
10. Tender Cost	Nil	
11. Customer Approval Required	Yes	
12. Eligibility of Local Supplier as per MII	<b>Only Class I Supplier (with local content 60% and above)</b>	
13. Technical Scope	As per Technical specification No: PE-TS-519-558-E001 & PE-TS-528-558-E001	
14. Numbers of Part bid	<b>2-Part bid (Techno-commercial and price bid)</b>	
15. CIF Content	Not Available	CIF Value: Not Applicable
16. Schedule of Pre-Bid Discussion	NA	
17. Performance Security (PS)	YES	
18. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
19. HSE Guideline	Applicable	
20. Delivery terms for Supply	FOR Despatch Station	
21. Quantity Variation	<p>a) Overall quantity variation shall be +/- 30% of total order value in line with cl. No. 6.0 of GCC Rev. 07</p> <p>b) Quantities released (in Lots) up to 100% of contract value shall be intimated within 03 years from the date of original PO.</p> <p>c) Quantity variation of Supply and E&amp;C up to 30% of order values may exceed 03 years upto another 02 years.</p>	
22. <b>Delivery Schedule:</b>	The delivery schedule for this package is as below:-	
<b>(A) Main Supply</b>	<p><b>Lot-1- Main Supply incl. E &amp; C Spares:</b> Delivery completion shall be 270 days from the PO date.</p> <p><b>Subsequent Lots/Mandatory Spares-</b> 120 days from BHEL clearance. Separate manufacturing clearance will be issued for Subsequent Lots/E&amp;C spares.</p> <p>Drawing/ documents submission and re-submission shall be as per Technical Specification. .</p>	
<b>(B) E&amp;C</b>	<p>Within 120 days from the date of clearance/availability of working front at site. Front clearance shall be considered as the date on which BHEL intimate bidder their readiness for installation/commissioning for the lighting system.</p> <p><b>Notes:</b></p> <p>a. Supplier to start manufacturing / supply only after getting the applicable engineering Drawings / documents approved from BHEL / End Customer.</p>	



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	<p>b. Drawings / documents submission / re-submission schedule as indicated in Technical Specification shall be used for progress monitoring purpose and required course correction, if any.</p> <p>c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.</p> <p>d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.</p>
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23. Price variation shall be applicable for MAIN Supply Items (only for LDB, Lighting panels, Lighting/Welding transformers and Lighting Poles as per the IEEMA Circulars attached in technical Specification with ceiling limit of positive(+ve) 20% of Ex-works price and negative (-ve) unlimited. For other items, prices shall remain firm for Supply as well as E&C.

<b>24. Integrity Pact Applicability</b>	YES
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- 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.
- b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaints arising out of the tendering process, the matter may be referred to any of the below e-mail IDs. All correspondence with the IEMs shall be done through email only.
  - 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
- c) The IP as enclosed 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.

**Note: -**

“No routine correspondence shall be addressed to the above email ids 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 officials whose contact details are provided below.”

**Details of Contact person:**

Mr. Shamik Gupta/Engr./PG-I M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PEM, 3 <sup>rd</sup> 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, PEM, 3 <sup>rd</sup> Floor, BHEL Sadan, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: spyadav@bhel.in Ph. No. 9911775641
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**25. EMD**

EMD of Rs 40,00,000/ 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:** EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at the link <https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf>
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)



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- (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/offer validity period.**

**Forfeiture and Release/Return of EMD:**

- i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.
- ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at <https://www.bhel.com/supplier-registration>.
- iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).
- v) EMD shall not carry any interest.

**26. Payment terms**

(A) Main Supply & Mandatory Spares	As per GCC Rev. 07 and subsequent corrigendum to GCC Rev 07 (for Turnkey package)
(B) E&C	As per GCC Rev. 07 and subsequent corrigendum to GCC Rev 07 (for Turnkey package)

**27. Liquidated damages:** For Turnkey packages (Supply and E&C in vendor scope)-

- a) **LD on Main Supply-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price (Main Supply) per week or part thereof, limited of ten (10) percent of the total contract price (Main Supply) excluding GST.
- b) **LD on Erection & Commissioning –** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price (E&C scope only) per week or part thereof, limited to ten (10) percent of the total contract price (Main Supply + E&C) excluding GST.

However, total LD (Main Supply and E&C) shall be limiting to 10% of cumulative total contract value (Main Supply + E&C) excluding GST.

All other terms and condition of L.D incl. L.D on Mandatory Spares shall be as per Clause no. 16.2 of GCC rev 07 and subsequent corrigendum.

<b>28. Performance Security (PS)</b>	PS applicability	Applicable
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	I	<p>A) Supplier may opt any of the following for submission of Performance Security: -</p> <p>Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p>
	OR	
	II	<p>5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted &amp; retained from first bill &amp; subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p>
	Validity of PS	<p>Initial PBG validity: - Initial e-PBG validity shall be 30 months from PO Date. However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.</p> <p>BG for supply portion incl. Mandatory Spares (complete in all respect) to be submitted in favour of BHEL PEM NOIDA and for E&amp;C JOB portion to be submitted to respective BHEL –Region/Site (PS ER), i.e. BG to be submitted in favour of ordering/paying agency.</p>
	Modes of deposit	<p>Performance security may be furnished in the following forms: -</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>e) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>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.</p>
Forfeiture of Performance Security	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security 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.</p> <p>The Performance Security shall not carry any interest.</p>	



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<b>29. Breach of contract, Remedies and Termination</b>	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) 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 Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable) (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL (iv) if recovery is not possible then legal remedies shall be pursued. Above mentioned clause shall be considered in place of Risk &amp; Cost clause of GCC Rev 07. However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p>
<b>30. Terms &amp; Conditions:</b> - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), <b>General Conditions of Contract (GCC)-Rev-07 along with its Corrigendum-01, 02 &amp; 03</b> which is available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and other Terms and Conditions included in this Enquiry Letter.	
<b>31.</b> <i>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.) &amp; 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</i>	
<b>32.</b> This is a conditional open tender enquiry. Participation in RA of a bidder shall be subjected to the following: (i) Techno-Commercial evaluation by BHEL (ii) Qualification of Technical and Financial PQR (iii) Offered item should mandatorily conform to PP-MII order provisions (iv) Approval of vendor by end customer, as applicable Same shall be taken up with end customer based on the latest credentials/reference list (as per attached DVC sub vendor questionnaire) furnished by bidder. Accordingly, bidders are requested to submit credential as per format enclosed herewith along with their technical bid.  The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.	
<b>33. Tender Evaluation</b> - Evaluation will be done on L1 (Total cost to BHEL basis, excluding GST) combined for both project (Koderma & Raghunathpur) together. The evaluation currency for this tender shall be INR. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.	
<b>34.</b> BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) 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 Cl. No. 13 of "Instruction to Bidders "of GCC, Rev. 07 & its Corrigenda 01.	



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The Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Link for RA guidelines to be followed as:  
<https://www.bhel.com/guidelines-reverse-auction-2024>

35. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)). Bidders should regularly visit websites to keep themselves updated.
36. If bidder mentions 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.
37. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
38. Construction Power & Construction water shall be as per respective clauses of Special Conditions of Contract (SCC)
39. **INSURANCE** -CI No. 17.00 of GCTC of GCC Rev-07 shall be superseded by following clause: -
- 39.1 Transit insurance of the package shall be in bidder's scope.
- 39.2 It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance etc. as may be applicable.
- 39.3 The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.
- 39.4 These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.
- 39.5 BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.
- 39.6 Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
- 39.7 The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim the successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from the successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of the successful bidder. In case of theft of material under successful bidder's custody, the same shall be reported to Police by the successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the successful bidder of their contractual obligation for the materials in his custody.
- 39.8 In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the successful bidder.
- 39.9 In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the successful bidder, the entire cost of repair/replacement will be recovered from the successful bidder.
- 39.10 It will be responsibility of the successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available."
40. 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



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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:

- i. 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.
- ii. 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.

41. 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%.

42. **Splitting Criteria:-** As Package is non-divisible in Nature, 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 Seller(s) shall be given opportunity to match L-1 price (Ex-works + Freight) and contract will be awarded for approx. 40% of Total Contract value i.e. **2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island** order and L1 Non MSE bidder will be awarded **2 X 800 MW DVC Koderma TPS Phase-II** Project. Further, following may be noted: -

- a) If L1 bidder is MSE bidder, splitting criteria as mentioned below at Sl. no. (i) shall be exercised (post implementation of below note, as applicable).
- b) If L1 bidder is Non-MSE bidder, MSE preference shall be exercised. L1 price (Ex-works + Freight) of Non-MSE bidder shall be counter offered to all MSE bidders (within the price band of L1 +15%) as per CST (comparative statement) ranking post RA one by one. Further, in case, none of the MSE bidders (within the price band of L1 +15%) accept the counter offer, then counter offer will be given to Non-MSE bidders as per CST (comparative statement) ranking post RA one by one. One Project i.e **2 X 800 MW DVC Koderma TPS Phase-II** Project shall be awarded to L1 Non- MSE Bidder and other one i.e **2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island** shall be awarded to such qualified MSE /non-MSE bidder, as applicable.
- c) For concurrent application, please refer the OM No.F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

**(i) SPLIT CRITERIA:**

Bidders to note that contract of subject tender is proposed to be done with Two (02) vendors approximately in the ratio of 60:40 i.e. **2 X 800 MW DVC Koderma TPS Phase-II Project** will be awarded to L1 bidder and **2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island** will be awarded to L2 bidder/Other Techno-commercially qualified bidders at L1 price (Ex-works + Freight).

L1 price (Ex-works + Freight) shall be counter offered to all those Techno-commercially recommended bidders one by one based on their ranking in CST post RA (in case L2 does not accept L1 price, counter offer shall be given to L3 and so on), who were eligible for participation in RA process for approximately 40%of order value i.e. **2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island**.

If none of the bidder accepts counter-offered L1 rates, then both projects contracts shall be awarded to L1 vendor for 100% value.

Above splitting criteria shall be applicable only if splitting of tendered quantities is not achieved through MSE preference.

43. 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



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shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.

44. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

45. **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.

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

47. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

48. 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.*

**49. PLACEMENT OF PURCHASE ORDER (PO)/ LETTER OF AWARD (LOA)**

For Supply incl. E &C spares, BHEL-PEM shall issue Purchase Order. For Erection & Commissioning and Services, BHEL-PEM shall issue Letter of Award (LOA) whereas, Purchase Order shall be issued by respective BHEL Region (PS ER).

50. **Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgcp/app>.**

**Following documents need to be uploaded:**

- Offer forwarding/ covering letter
- Local Content Certificate in line with Make in India circular.
- Land Border Certificate.
- Integrity Pact
- Documents required for meeting Technical & Financial PQRs
- Un-price bid, Annexure-II of GCC- Rev 07 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

51. 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.

52. Detention Charges shall be as per annexure A (as applicable).

53. 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.



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54. 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.

55. 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.

56. **Bidders to quote the prices as per enclosed "Combined Price Format" only and L1 bidder to furnish the Breakup of prices after Reverse auction as per BOQ cum unpriced schedule (Annexure -I) enclosed with NIT. Bidders to mention "Quoted" in BOQ cum unpriced schedule in their techno commercial bid (P-I bid). Prices shall not be quoted in BOQ cum unpriced schedule.**

**57. ESCALATION MATRIX FOR PAYMENT RELATED CONCERNS:**

<b>2 X 800 MW DVC Koderma TPS Phase-II Project</b>			
<b>Level</b>	<b>Authority</b>	<b>Contact Email id</b>	<b>Contact No.</b>
Level 1	Dealing Officer	<a href="mailto:spyadav@bhel.in">spyadav@bhel.in</a>	9911775641
Level 2	Nodal Officer	<a href="mailto:SHAMIKGUPTA@BHEL.IN">SHAMIKGUPTA@BHEL.IN</a>	9716336332
Level 3	Appellate Authority 1	<a href="mailto:ARVIND.KR@BHEL.IN">ARVIND.KR@BHEL.IN</a>	8332959303
Level 4	Appellate Authority 2	<a href="mailto:RTIVARI@BHEL.IN">RTIVARI@BHEL.IN</a>	9810371558
<b>2X660 MW DVC RAGHUNATHPUR PHASE 2 SG</b>			
<b>Level</b>	<b>Authority</b>	<b>Contact Email id</b>	<b>Contact No.</b>
Level 1	Dealing Officer	<a href="mailto:spyadav@bhel.in">spyadav@bhel.in</a>	9911775641
Level 2	Nodal Officer	<a href="mailto:SHAMIKGUPTA@BHEL.IN">SHAMIKGUPTA@BHEL.IN</a>	9716336332
Level 3	Appellate Authority 1	<a href="mailto:ARVIND.KR@BHEL.IN">ARVIND.KR@BHEL.IN</a>	8332959303
Level 4	Appellate Authority 2	<a href="mailto:RTIVARI@BHEL.IN">RTIVARI@BHEL.IN</a>	9810371558

58. All terms and conditions shall be as per NIT, SCC, GCC rev. 07 and subsequent corrigendum to GCC Rev. 07.

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

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, 201301, email=shamikgupta@bhel.in, cc=SHAMIK GUPTA  
**Shamik Gupta**  
Engineer/ PG I/ PEM/ Noida

**Enclosures: -**

1. Technical Specification No. PE-TS-519-558-E001 & PE-TS-528-558-E001
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)



**Bharat Heavy Electricals Limited**  
**(A Govt. Of India Undertaking)**  
**PROJECT ENGINEERING MANAGEMENT**  
**NOTICE INVITING TENDER (NIT)**

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. Special conditions of contract (SCC)- Koderma & Raghunathpur Project
14. Signed Integrity Pact
15. Sub vendor Questionnaire (DVC Format)
16. PVC Annexures
17. Detention Charges annexure -A

2 X 800 MW DVC Koderma TPS Phase-II & 2X660 MW DVC RAGHUNATHPUR PHASE 2 SG Island

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)									
<b>PROJECT:-</b>									
<b>PACKAGE:- STATION LIGHTING SYSTEM</b>									
<b>TENDER ENQUIRY REFERENCE:- 77/26/6074/SHA, Dated 25.06.2026</b>									
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
<b>TECHNICAL DEVIATIONS</b>									
<b>COMMERCIAL DEVIATIONS</b>									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME			DESIGNATIONS			SIGN & DATE			
<b>NOTES:</b>									
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.									



PROJECT ENGINEERING MANAGEMENT

GENERAL CONDITIONS OF CONTRACT (GCC)  
Revision no. 07

ANNEXURES

**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.** 77/26/6074/SHA, Dated 25.06.2026  
**Description of item(s):** Station Lighting System .

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. 77/26/6074/SHA, Dated 25.06.2026

**Description of item(s):** Station Lighting System

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: 77/26/6074/SHA, Dated 25.06.2026

**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.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup>(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 of .....<sup>5</sup> ..... 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. ....<sup>5</sup> (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.....<sup>6</sup> 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 the .....<sup>7</sup> 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.....<sup>5</sup>.....
- b. This Guarantee shall be valid up to .....<sup>6</sup>
- c. Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> 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.....

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

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name of the Employer*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *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 \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to (Name of the Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> 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.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----) / FC.....(in words.....) for .....<sup>5</sup> (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 -----<sup>6</sup> ( 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 the .....bank 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.

We .....BANK 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.....<sup>7</sup> 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 the .....<sup>8</sup> 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.....<sup>6</sup>
- b. This Guarantee shall be valid up to .....<sup>7</sup>
- c. Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>8</sup> 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.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE SUPPLIER /SUPPLIER / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> 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: .77/26/6074/SHA, Dated 25.06.2026 .....

**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 the .....Insurer 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.

We .....Insurer 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 the .....or 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 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 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.

**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) \_\_\_\_\_

**SUB-VENDOR APPROVAL FORMAT**

<b>Sl. No.</b>	<b>Item</b>	<b>Description</b>
1.	Project Name	
2.	Package Name	
3.	EPC Contractor	
4.	Name of proposed Vendor/ Sub supplier	
5.	Brief specification of the items for which approval is requested	
6.	Existing approved vendor for the items:	
7.	Reason for consideration G Contract provision for vendor approval:	
8.	Details of proposed vendor:	
(a)	Registered Office Address:	
(b)	Contact Person Name	
(c)	Phone No.	
(d)	Email id.	
(e)	Works Address:	
(f)	Contact Person Name	
(g)	Phone No.	
(h)	Email id.	
9.	Proposed sub- total organizational strength (Engineering, Manufacturing, Quality, Commercial, service after sales G others)	
10.	Nature of Company (Proprietary/Partnership/Private Limited/Public Limited.)	
11.	EPC Contractor Evaluation Report about proposed vendor under DR category and recommendation thereof	
12.	Details of manufacturing license for the product for which approval is asked for. Indicate approval/ certification by any National/ International standards/ agencies if applicable.	
13.	Details of foreign collaborations (if any)	
14.	Provenness Criteria/ Sub-QR compliant documents as per the NIT requirement	

Sl. No.	Item	Description
15.	Record of past supply by the sub-supplier/vendor for the same type of materials for which approval is asked to any Govt/Govt. Under takings/PSUs/ Reputed Private Company within last Seven years.	
(a)	Copy of Purchase Order issued from Govt./Govt Undertakings/PSUs/ Reputed Private Co.	
(b)	Copy of performance certificate issued by any Govt./Govt Undertakings/ PSUs/ Reputed Private Co.	
(c)	Other documents like approved Engineering Documents, approved MQP, MDCC, Inspection Reports etc. as required for justification towards sub-vendor approval.	
16.	Type test report for the same type of materials for which	
	approval is asked for from any Govt. Govt. approved Laboratory/ other reputed Institutions within last five years (or as per the NIT Requirements) if required.	
17.	<p><b>Financial capability:</b></p> <p>(i) Net Worth,</p> <p>(ii) Annual Turnover G Profit for last three years,</p> <p>(iii) Limit of credit facility available from bank with documentary evidence</p> <p>OR</p> <p>The EPC declaration regarding taking the responsibility for the Sub-Vendor financial support towards scheduled delivery of the item conforming to approved Engineering Documents, Quality and other NIT requirements like guarantee, warranty and desired life of the item etc. as per NIT Requirement</p>	
18.	Whether the sub-supplier/vendor has the following in-house facility	
(a)	Design	
(b)	Research G Development	
(c)	Manufacturing/Production	
(d)	Quality Control/Inspection	
(e)	Testing Lab/Testing facilities	

Sl. No.	Item	Description
(f)	If in-house testing / quality control facilities are not available, indicate source of testing / quality control with relevant details.	
19.	Compliance of Statuary / regulatory / pollution norms wherever applicable with documentary evidence.	
20.	Other documents	
21.	BHEL Recommendation:	

## Payment of Detention charges- Annexure A, if applicable

- 1) Detention charges shall be paid extra if the vehicles are not unloaded/ released beyond free period owing to reasons attributable to BHEL/Customer site. 'free time' and detention charges shall be as follows:

Sl. No.	Vehicle type	Free time in days	Detention charges per day (Rs.)
i	ICV/LCV/HCV/Truck/ Multi-axle vehicle. Open body	3	1000
ii	Mechanical Trailers up to 28T	3	1200
iii	Mechanical Trailers above 28T	3	1500

- 2) Free Time (in days) includes the day of arrival at Halt station but excludes the day of exit.
- 3) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as date of reporting of vehicle.
- 4) Total detention charges shall be limited to 50% of basic freight charges (at actual limited to the value mentioned in PO/ Contract) of respective consignment.

5) **Illustration of Calculation of Detention Days:**

If the vehicle reached the site for unloading and made IN entry on 01.01.2026, then free period (3 days) will be up to 03.01.2026. If the Exit Entry of vehicle is made on 06.01.2026, then detention will be calculated excluding 06.01.2026 and free period (3 days) and two days will be eligible for detention.

6) **Payment of Detention Charges**

Detention charges at unloading point at sites shall be paid based on Gate entry at site with certification duly signed and stamped by BHEL Site MM site personnel. In case the vehicle reached at site and the site security/ site officials are not allowing the vehicle to enter the site., the date of arrival of vehicle at site, based on GPS report (GPS report should have vehicle details to ensure genuineness) will be considered as the date of reporting at site for calculation of detention charges duly certified BHEL site MM personnel. For claiming detention charges against GPS report, vendor to immediately intimate through mail to concerned PEM's Purchase personnel along with GPS report. Supporting document such as RC of vehicle shall be submitted along with the invoice for authentication of vehicle type.

No detention charges shall be payable, if the delay in receipt & unloading of the materials at site is attributable to the transporter.