



NOTICE INVITING TENDER

TENDER NO.: BHEL/CPC/KOD/EPC_DBA/27/037

WORK DESCRIPTION:

DRY BOTTOM ASH HANDLING SYSTEM- EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand

Volume - I

=====

NOTICE INVITING E-TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

=====

To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

| SL NO | ISSUE | DESCRIPTION | |
|-------|--|---|-----------------------|
| i | TENDER NUMBER | <i>BHEL/CPC/KOD/EPC_DBA/27/037, Date 02/07/2026</i> | |
| ii | BROAD SCOPE OF JOB | DRY BOTTOM ASH HANDLING SYSTEM- EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand. | |
| iii | DETAILS OF TENDER DOCUMENT | | |
| a | Volume-IA | <i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> | <i>Applicable</i> |
| b | Volume-IB | <i>Special Conditions of Contract (SCC)</i> | <i>Not Applicable</i> |
| c | Volume-IC | <i>General Conditions of Contract (GCC)</i> | <i>Applicable</i> |
| d | Volume-ID | <i>Forms and Procedures</i> | <i>Applicable</i> |
| e | Volume-II | <i>Price Schedule (Absolute value).</i> | <i>Applicable</i> |
| iv | ISSUE OF TENDER DOCUMENTS | <p>Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocarebhel.co.in) till due date of submission:</p> <p>Start: 02/07/2026, Time: 17:00 Hrs Closes: 13/07/2026, Time: 11:00 Hrs.</p> <p>Brief information of the tenders shall also be available at BHEL website (www.bhel.com)</p> | <i>Applicable</i> |
| v | DUE DATE & TIME OF OFFER SUBMISSION | <p>Date: 13/07/2026, Time: 11:00 hrs Place : on https://eprocarebhel.co.in</p> | <i>Applicable</i> |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली - 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | | | |
|------|---|---|-------------------------------|
| vi | OPENING OF TENDER | <p>Date: 13/07/2026, Time: 17:00 hrs</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.</p> | Applicable |
| vii | EMD AMOUNT | Rs. 3,00,00,000/- (Rupees Three Crore Only) | Applicable |
| viii | COST OF TENDER | Free | |
| ix | LAST DATE FOR SEEKING CLARIFICATION | <p>Date: 08/07/2026</p> <p>Along with soft version also, addressing to undersigned (Dealing Officer) & to others as per contact address given below:</p> <p>1) Name: Rahul Deb Designation: Manager Deptt: Purchase Deptt, CPC Address: BHEL Sadan, 8th Floor, Plot No. 25, Sec 16A, Noida – 201301, U.P. Tel: 0120-2416548 / 9650652070 Email: rahuldeb@bhel.in</p> <p>2) Name: Kamlesh Kumar Designation: Sr.DGM Deptt: Purchase Deptt, CPC Address: BHEL Sadan, 8th Floor, Plot No. 25, Sec 16A, Noida – 201301, U.P. Tel: 9425554615 Email: kamleshbhel@bhel.in</p> | Applicable |
| x | SCHEDULE OF PRE BID DISCUSSION (PBD) | <p>Date: 07/07/2026 Time: 15:00 Hrs.</p> <p>Place: Bharat Heavy Electricals Limited, Central Procurement Cell, 8th Floor, BHEL Sadan, Plot no. 25, Sector 16A, Noida-201301, Uttar Pradesh.</p> <p>Interested bidders are requested to confirm their participation for Pre Bid Discussion (PBD) meeting either by physical meeting at above mentioned place or through Video Conferencing (VC). For VC link, bidder to be contacted the BHEL officials mentioned as above.</p> | Applicable/ Not Applicable |

| | | | |
|------|---|--|---------------------------------------|
| | | <p>VC link for PBD: -</p> <p>Meeting link: https://bhel.webex.com/bhel/j.php?MTID=mdce3019b6b8895551dfc3f86aa842ccb</p> <p>Join by meeting number Meeting number (access code): 2514 520 0569 Meeting password: 27-037 (270037 when dialing from a phone or video system)</p> <p>Tap to join from a mobile device (attendees only) +65-6703-6949,,25145200569#270037# Singapore Toll</p> <p>Join by phone +65-6703-6949 Singapore Toll</p> <p>Join from a video system or application Dial 25145200569@bhel.webex.com</p> <p>You can also dial 210.4.202.4 and enter your meeting number.</p> | |
| xi | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | <i>Please refer clause no. 15.</i> | <i>Applicable/ Not Applicable</i> |
| xii | TYPES OF CONTRACT | WORKS | |
| xiii | LATEST UPDATES | <p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications --> View Corrigendums), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers. Bidders to keep themselves updated with all such information.</p> | |

- 2.0** The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

3.0 Instructions for Cost of Tender - Not Applicable.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract. Proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars:**

1) **For Receipt of EMD In Cash/NEFT/RTGS/DD :**

Name of account : Bharat Heavy Electricals limited
 Account No : 10813608636
 Branch : CAG-II New Delhi, 4th & 5Th Floor Redfort Capital Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi -110001
 IFSC code : SBIN0017313

2) **For Receipt of EMD In Bank Guarantee (BG):**

a) For Beneficiary bank details:

Name of account : Bharat Heavy Electricals limited
 Account No : 10813608636
 Branch : CAG-II New Delhi, 4th & 5Th Floor Redfort Capital Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi -110001
 IFSC code : SBIN0017313

The SFMS (Structured Financial Message System) for BG shall be sent to SBI Bank and the copy of the SFMS is to be attached along with the BG for submission to BHEL towards verification of authenticity of BG.

- b) In case, any contractor / vendor shows their inability for issuance of Bank Guarantee from SFMS compliant bank,
- i. Paper Bank Guarantee shall be sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter and
 - ii. A declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant.

Note: Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.

5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. **Techno-commercial Bid (UN priced Tender)**

All Techno-commercial details (e.g. EMD, Documentary evidence in support of Pre Qualifying criteria, applicable forms, etc.) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The contact details of the service provider are given below:

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005 & 0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The Vendors DSC Address List link as given below:

https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>.

6.0 Instructions regarding Hard/Paper Bid - Not Applicable.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

- 8.0** Notwithstanding anything stated in the tender documents, BHEL/End Customer reserves the right to access the capabilities and capacity of the Bidder/its consortium Partners (if applicable), to perform the contract in the overall interest of the Project. BHEL/End Customer reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
- 9.0 Void**
- 10.0** Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.
- 11.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0** BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

Integrity Pact (IP)

- (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.

| SI | IEM | Email |
|----|--------------------------------------|--|
| 1. | Dr. Sarat Kumar Acharya, Ex-CMD, NLC | iem1@bhel.in |
| 2. | Shri R. Mukundan, IRPS (Retd.) | iem2@bhel.in |
| 3. | Shri Madan Lal Meena, IAS (Retd.) | iem3@bhel.in |

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix).

- 16.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.
- 17.0** Instructions regarding Hard Bid/Paper Bid – Not Applicable
- 18.0 Validity Of Offer:** Bidders' offers shall be submitted with the following validity periods unless specified otherwise in tender:
- i. Original offers shall be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.
 - ii. If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 120 days from the date of price bid opening or 180 days from Part-I opening, whichever is later.
 - iii. In case where Reverse auction (RA) is conducted, the validity of the same shall be 120 days from the date of successful RA completion or 180 days from Part-I opening, whichever is later.
 - iv. In case of negotiation, validity of offer shall be 120 days from receipt of revised /negotiated final price or 180 days from Part-I opening, whichever is later.
 - v. Offers with shorter validity than above are liable to be rejected.
 - vi. In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 19.0 Reverse Auction:** Not Applicable.
- 20.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0** In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Void**
- 24.0** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0** The Bidder shall not be eligible to participate in tender(s) for the said works or services, if bidder or any of its associates/subsidiary or 'company having any common director', is engaged by BHEL for the consultancy services for the same project.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page" i.e., <<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>>.

28.0 The offers of the bidders who are either debarred or under Interim Suspension from BHEL - CPC, PS-Region (PSNR, PSER, PSWR & PSSR), ISG & PEM or debarred from BHEL on web site <https://www.bhel.com/list-debarred-firms>, and the offer of the bidders, who engage the services of above said firms, shall be rejected.

28.1 Integrity commitment, performance of the contract and punitive action thereof:

28.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Bharatiya Nyaya Sanhita (BNS) or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

29.0 Micro and Small Enterprises (MSE):

29.1 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) |
|----------------|-------------|-------------|----------------------------------|
| Micro | | | |
| Small | | | |

NOTE: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

29.2 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

29.3 MSEs shall be exempted from payment of earnest money at the time of tender deposit.

29.4 MSEs shall not be exempted from payment of Performance Security deposit submission.

29.5 For this procurement, purchase preference to MSE shall be in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

As per the latest guidelines issued by the Government, the benefits of Micro and Small Enterprises (MSEs) shall be extended to all eligible Micro and Small Enterprises before opening of Part-II Bid (Price Bid) against this NIT.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website < <https://www.bhel.com/bhel-fraud-prevention-policy-0> > and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 PREFERENCE TO MAKE IN INDIA:

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 preferences 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.

The Bidder to submit self-certification for the local content in Annexure-9 along with the techno-commercial offer.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Clause means:-
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (III) above will be as under:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
 - VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
 - IX. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-10.

32.0 Bid should be free from correction, overwriting, use of corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

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

34.0 Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, a declaration in Annexure – 11 regarding 'Conflict of Interest' to be signed by the authorized signatory of the bidder.

35.0 ORDERING PHILOSOPHY / MODALITY OF AWARD: Successful Bidder shall submit the Price Break-Up in line with the clause no 15.15.00 of TCC as per the attached Annexure-28 of TCC within 7 days from date of LOA.

Based on Approved Price Break-Up, CPC will release separate WOs as mentioned below, for execution/ billing for the value as derived from the approved Price Break-Up in the following manner:

- a. For Supply of Goods

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

- b. For E&C including O&M Services etc.
- c. For Site Fabricated Structural Package for the entire scope of works.

36.0 **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.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT).
2. **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."

37.0 **Order of Precedence:**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Contract agreement with its Amendments
- b. Letter of Award with its Amendments
- c. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- d. Notice Inviting Tender (NIT)
- e. Price Bid
- f. Technical Conditions of Contract (TCC)—Volume-IA
- ~~g. Special Conditions of Contract (SCC)—Volume-IB~~
- h. General Conditions of Contract (GCC) —Volume-IC
- i. Forms and Procedures —Volume-ID

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD
Manager / Purchase - CPC

Enclosure:

- i). Annexure-1: Pre Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). Annexure-3: Reverse Auction Process Compliance Form
- iv). Annexure-4: Authorization of representative who will participate in the online Reverse Auction Process
- v). Annexure-5: RA Price Confirmation and Breakup
- vi). Annexure-6: Integrity Pact
- vii). Annexure-7: Undertaking as per C4 of Annexure-1 i.e. PQR
- viii). Annexure-8: Declaration reg. Related Firms & their areas of Activities
- ix). Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- x). Annexure-10: Declaration by the Contractor
- xi). Annexure-11: Declaration regarding 'conflict of interest'
- xii). Annexure-12: Letter of Support from Design Agency for Successful Performance of Dry Bottom Ash Handling System
- xiii). Annexure-13: Letter of Support from Collaborator(s) / Licensor / Technology Provider for Technology Transfer/ Licensing agreement for successful performance of Dry Bottom Ash Handling System
- xiv). Other Tender documents as per this NIT

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

| | | | |
|-----------------------------|--|--------------|-------------------|
| JOB WORK DESCRIPTION | DRY BOTTOM ASH HANDLING SYSTEM-EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand. | | |
| TENDER NO. | BHEL/CPC/KOD/EPC_DBA/27/037 | Date: | 02/07/2026 |

| SL NO | PRE QUALIFICATION CRITERIA | Applicability | Bidders to fill following details in respect of fulfilling the PQR Criteria | | | | |
|---------------|---|-------------------|---|--------------|----------------|--------------------------|----------------------|
| | | | Supporting Docs Details | | | | File Name & Page No. |
| A.1 | Technical Bidder shall essentially meet the Qualifying Requirements cited under, i.e., (A.1 or A.2 or A.3 or A.4 or A.5 or A.6). | | Work Order | Work details | Client Details | Executed Value/ Quantity | File Name & Page No. |
| A.1 | Bidder should have executed Dry Bottom Ash Handling System involving design, engineering, manufacturing/got manufactured, supply, erection/supervised erection and commissioning/ supervised commissioning for conveying capacity of not less than 10 TPH for coal/ lignite fired boilers. The above system should have been in successful operation in at least one (1) plant for at least One (1) year as on the date of due date of Bid submission. | Applicable | | | | | |
| - OR - | | | | | | | |
| A.2 | In case, the Bidder is not meeting the requirement of design & engineering of clause A.1, Bidder can also participate provided it has supplied, manufactured/got manufactured, erected / supervised erection and commissioned /supervised commissioning of Dry Bottom Ash Handling system of capacity of not less than 10 TPH for coal/lignite fired boiler. In such case, the bidder shall engage a design agency for carrying out the design and engineering activities of dry bottom ash handling system and shall be required to furnish a letter of support (Annexure-12 of NIT) from design agency for successful performance of the relevant system, valid for a minimum | Applicable | | | | | |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली - 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | | | | | | | |
|---------------|--|-------------------|--|--|--|--|--|
| | period of seven (7) years or up to the end of defect liability period whichever is later, as per the format enclosed. The design agency shall have experience of design and engineering of dry bottom ash handling system of capacity of not less than 10 TPH for coal/lignite fired boiler, which should have been in successful operation in at least one (1) plant for at least one(1) year as on due date of bid submission for this tender. | | | | | | |
| - OR - | | | | | | | |
| A.3 | <p>The Bidder shall be an Indian Subsidiary Company of Qualified Dry Bottom Ash Handling System Manufacturer (QDBAHSM) meeting requirement of clause A.1, registered in India under the Companies Act of India, as on due date of bid submission for this tender.</p> <p>The Indian subsidiary company shall remain a subsidiary company of a QDBAHSM for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of defect liability period of the contract, whichever is later.</p> <p>Bidder should also have a valid ongoing collaboration/licensing/Technology Transfer agreement with a QDBAHSM as on the due date of bid submission for this tender, meeting requirement of clause A.1 on its own, valid for a minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash Handling System from such manufacturer or manufacture/got manufactured the Dry Bottom Ash Handling System as per the design and manufacturing drawings of such QDBAHSM.</p> <p>Bidder shall be required to furnish a letter of support (Annexure-13 of NIT) (from Collaborator(s) / Licensor / Technology provider for successful performance of the Dry Bottom Ash Handling System valid for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later, as per the format enclosed in the bidding document.</p> | Applicable | | | | | |
| - OR - | | | | | | | |
| A.4 | The Bidder shall be a Joint Venture (JV) Company incorporated in India under the Companies Act of India, as on due date of bid submission for this tender, promoted | Applicable | | | | | |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | | | | | | |
|---|--|--|--|--|--|--|
| <p>by (i) an Indian Company registered in India under the Companies Act of India and (ii) a QDBAHSM meeting requirement of clause A.1.</p> <p>The QDBAHSM shall maintain a minimum equity participation of 26% in the JV Company for a minimum lock-in period of 7 years from the date of incorporation of JV Company or up to the end of defect liability period of the contract, whichever is later.</p> <p>Further, one of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company for a minimum lock-in period of 7 years from the date of incorporation of JV Company or up to the end of defect liability period of the contract, whichever is later. Further, the majority stakeholder should have executed project(s)/order(s), during the last 10 years, with the total value of such project(s)/order(s) being 500 Crore or more as on due date of bid submission for this tender.</p> <p>Bidder should also have a valid ongoing collaboration/licensing/Technology Transfer agreement with a QDBAHSM meeting requirement of clause A.1. on its own, valid for a minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash Handling System from such manufacturer or manufacture/got manufactured the Dry Bottom Ash Handling System as per the design and manufacturing drawings of such QDBAHSM.</p> <p>Bidder shall be required to furnish al etter of support (Annexure-13 of NIT) from Collaborator(s) / Licensor / Technology provider for successful performance of the Dry Bottom Ash Handling System valid for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later, as per the format enclosed in the bidding document.</p> | | | | | | |
|---|--|--|--|--|--|--|

| - OR - | | | | | | |
|------------|--|-------------------|--|--|--|--|
| A.5 | <p>Bidder can also participate provided it has supplied, manufactured, erected / supervised erection and commissioned /supervised commissioning of Wet Bottom Ash handling system comprising either a jet pump system in conjunction with water impounded Bottom Ash Hopper or a submerged Scraper Chain Conveyor system for pulverized coal/ lignite fired boiler units generating not less than 40 TPH of ash per Boiler unit.</p> <p>Bidder should also have a valid ongoing collaboration/licensing/Technology Transfer agreement with a QDBAHSM meeting requirement of clause A.1. on its own, valid for a minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash Handling System from such manufacturer or manufacture/got manufactured the Dry Bottom Ash Handling System as per the design and manufacturing drawings of such QDBAHSM.</p> <p>Bidder shall be required to furnish a letter of support (Annexure-13 of NIT) from Collaborator(s) / Licensor / Technology provider for successful performance of the Dry Bottom Ash Handling System valid for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later, as per the format enclosed in the bidding document.</p> | Applicable | | | | |
| - OR - | | | | | | |
| A.6 | <p>EPC organization in Collaboration with QDBAHSM (Qualified Dry Bottom Ash Handling System Manufacturer): (Alternate route for Bidder who does not meet the requirements under clause A.1.)</p> <p>a) The Bidder should be an Engineering, Procurement and Construction (EPC) organization and should have executed, in the last 10 years, industrial projects on EPC basis (with or without civil works) in the area of Power / Steel / Oil & Gas / Petrochemical / Fertilizer / Flue Gas Desulphurisation and/or any other process</p> | Applicable | | | | |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | | | | | | | |
|--|---|--|--|--|--|--|--|
| | <p>industry with the total value of such projects being INR 4,000 million or more. At least one of such projects should have a contract value of INR 1600 million or more. These projects shall be in successful operation for a period of not less than one (1) year as on due date of bid submission for this tender.</p> <p>b) The Bidder should also have a valid ongoing collaboration and technology transfer/Licensing agreement with a QDBAHSM meeting requirements of clause A.1. on its own, valid minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash System from such manufacturer or manufacture/get manufactured the Dry Bottom Ash System as per the design and manufacturing drawings released by such QDBAHSM.</p> <p>c) Bidder shall be required to furnish a letter of support (Refer Annexure - letter of support (Annexure-13 of NIT)) from Collaborator/ Licensor /Technology provider for successful performance of the Dry Bottom Ash System valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document, at the time of placement of order on the approved sub-vendor.</p> | | | | | | |
| <p>Note for Clause A.3 to A.6:</p> <p>i. "Qualified Dry Bottom Ash Handling System Manufacturer (QDBAHSM)" means a manufacturer meeting requirement stipulated at Clause A.1.</p> <p>ii. Technology Transfer Licensing agreement The Technology Transfer Licensing agreement between the bidder & QDBAHSM shall necessarily cover transfer /licensing of technological know-how for DBA system in the form of transfer /licensing of design dossier, design software's drawing & documentation, quality system manuals and imparting relevant personnel training to the bidder.</p> <p>iii. The word "executed" means: a) In the case of Projects(s), the projects(s) should have been commissioned/completed, even if the contract has been started earlier and/or is not completed/closed. b) In case of Contract(s), the scope of work under the contract(s) should have been commissioned/completed, even if the contract has been started earlier and/or is not completed/closed.</p> <p>iv. If the manufacturing, erection, and commissioning activities of dry bottom ash handling system are not carried out by QDBAHSM, the bidder shall ensure the deployment of Quality Assurance Engineers from QDBAHSM for the respective activities at all relevant stages, to ensure compliance with specified quality standards and to meet contractual requirements.</p> <p>v. 'Standalone' bidder cannot become a 'Main Bidder' or 'Technical Tie-up partner' in a Technical Tie up bidding. Main bidder shall neither be a 'Technical Tie-up partner' to other Main bidder nor take any other 'Technical Tie-up partner'. However, 'Technical Tie-up partner' may participate with other Main bidders. In case of non-compliance, Technical Tie-up bids of such Main bidders will be rejected.</p> <p>vi. Change of 'Technical Tie-up partner' shall not be permitted once Technical Bid (Part – 1 bid) opened for bid evaluation purpose.</p> | | | | | | | |

vii. In case of Technical Tie-up bids, Main Bidder and Technical Tie-up partner shall have to be individually approved by Customer for being considered for the tender.

| | | | | | | | |
|----------|--|-------------------|--|--|--|--|--|
| B | <u>Provenness Criteria:</u> | Applicable | | | | | |
| | B.1 Additionally, the following provenness requirements to be met and further clearance to be taken from BHEL/DVC for vendor approval as per procedure laid down for vendor approval from DVC. Only BHEL & DVC approved vendor shall be considered before placement of order on subvendors and same has to be ensured by the successful bidder. The provenness requirement shall be reckoned as on 26.07.2024 unless otherwise specified in the respective clause. Bidder shall submit a declaration meeting the provenness criteria along with the technocommercial bid document. (Annexure-27) | Applicable | | | | | |
| | B.2 Provenness Criteria for Dry Bottom Ash Crusher(s): Dry Bottom Ash Crusher(s) offered by the Bidder shall be only from such manufacturer(s), who has previously designed (either by itself or under collaboration / licensing agreement) and manufactured / got manufactured for design crushing capacity of not less than 20 TPH for dry bottom ash system of coal/lignite fired boiler. The above crusher(s) should have been in successful operation in at least one (1) plant for at least one (1) year as on as on the due date of bid submission for this tender. | Applicable | | | | | |
| | B.3 For provenness criteria of other items/system/sub-system bidder to follow DVC specification provided in annexure with this technical specification. | Applicable | | | | | |
| | B.4 Bidder to provide a declaration regarding Sourcing of the Systems Related to Completion of the Ash Handling System of 2X800 MW Koderma Project in Annexure-27-A. | Applicable | | | | | |
| C | Bidder (In case of Technical Tie-up bidding: - Main Bidder) must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure – 7) to this effect. | Applicable | | | | | |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | | | |
|----------|---|-------------------|---------|
| D | Submission of Integrity Pact duly signed (Note: To be submitted by Main Bidder, in case of Technical Tie-up bidding is permitted, otherwise by the 'Standalone' bidder) | Applicable | By BHEL |
| E | Approval of Customer: Note: 1. Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. 2. In case of Technical Tie-up bids, Main Bidder and Technical Tie-up partner shall have to be individually approved by Customer for being considered for the tender. | Applicable | BY BHEL |
| F | Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E | | BY BHEL |

NOTE:

- 1) BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
- 2) CREDENTIALS SUBMITTED BY THE BIDDER AGAINST "PRE QUALIFYING CRITERIAS" SHALL BE VERIFIED FOR ITS AUTHENTICITY. IN CASE, ANY CREDENTIAL (S) IS/ARE FOUND UNAUTHENTIC, OFFER OF THE BIDDER IS LIABLE TO THE REJECTION. BHEL RESERVES THE RIGHT TO INITIATE ANY FURTHER ACTION AS PER EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE - 2**CHECK LIST****NOTE: - Bidder is required to fill in the following details and no column should be left blank**

| | | |
|-------|---|---|
| 1 | Name of the Bidder / Prime bidder (in case of consortium bidding) | |
| 1.a | Name of Consortium Partner, if applicable | <i>Consortium bidding Not Applicable</i> |
| 2 | Address of the Bidder / Prime bidder (in case of consortium bidding) | |
| 2.a | Address of Consortium Partner, if applicable | <i>Consortium bidding Not Applicable</i> |
| 3 | Type of the Firm/ Company of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding) | a) Bidder / Prime bidder – b) Consortium Partner/s (in case of consortium bidding) – (Supporting documents as mentioned below to be submitted along with the bid.) |
| (i) | In case of Individual Bidder | His / her full name, address and place & nature of business shall be furnished along with the offer. |
| (ii) | In case of Partnership Firm | The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer. |
| (iii) | In case of Companies | a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof. |
| 4.a | Details of Contact person for this Tender | Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID: |
| 4.b | Details of alternate Contact person for this Tender | Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: |
| 5 | Validity of Offer | To be valid for Six Months from due date |
| 6 | EMD Details (Remittance of EMD should be in line with Mode of Deposit) | Mode of Remittance: Ref No: Date: |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली - 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| | as detailed in clause 1.9.1 of General Conditions of Contract (Volume IC) | Amount: | |
|---------|---|-------------------------|---------------------|
| Sl. no. | DESCRIPTION | Applicability (BY BHEL) | Enclosed By Bidder |
| 7 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format. | Applicable | YES / NO |
| 8 | In case EMD is submitted in the form of Bank Guarantee (BG), | Applicable | YES / NO |
| | a) Copy of SFMS (Structured Financial Message System) to be attached along with the bank guarantee towards verification of authenticity of BG. Or | | |
| | b) Declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant and Paper Bank Guarantee sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter. | | YES / NO |
| 9 | Whether all pages of the Tender documents including annexures, appendices etc. are read and understood | Applicable | YES / NO |
| 10 | Audited Balance Sheet and profit & Loss Account for the last Three/Five years as mentioned at PQR C-1, C-2 & C-3. | Not Applicable | YES / NO |
| 11 | Copy of PAN Card of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding) | Applicable | YES / NO |
| 12. | Copy of GST registration of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding) | Applicable | YES / NO |
| 13 | Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding) | Applicable | YES / NO |
| 14 | Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer. | Applicable | YES / NO |
| 15 | Integrity Pact (Annexure – 6 of NIT) | Applicable | YES / NO |
| 16 | Annexures – 3, 4 & 5 of NIT | Not Applicable | YES / NO |
| 17 | Annexures – 7, 8, 9, 10, 11 & (12,13 as applicable) of NIT | Applicable | YES / NO |
| 18 | Offer forwarding Letter/ Submission of Tender [Form No. F-01 (Rev 00)] | Applicable | YES / NO |
| 19 | Declaration by Authorized Signatory [Form No: F-02 (Rev 00)] | Applicable | YES / NO |
| 20 | Power of Attorney for Submission of Tender/ Signing Contract Agreement [Form No: F-03 (Rev 00)] | Applicable | YES / NO |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

| Sl. no. | DESCRIPTION | Applicability (BY BHEL) | Enclosed By Bidder |
|---------|--|-------------------------|--------------------|
| 21 | Declaration by Authorized Signatory Regarding Authenticity of Submitted Documents [Form No: F-04 (Rev 00)] | Applicable | YES / NO |
| 22 | No Deviation Certificate [Form No: F-05 (Rev 00)] | Applicable | YES / NO |
| 23 | Declaration confirming knowledge about Site Conditions [Form No: F-06 (Rev 00)] | Applicable | YES / NO |
| 24 | Declaration for relation in BHEL [Form No: F-07 (Rev 00)] | Applicable | YES / NO |
| 25 | Non-Disclosure Certificate [Form No: F-08 (Rev 00)] | Applicable | YES / NO |
| 26 | Bank Account Details for E-Payment [Form No: F-09 (Rev 00)] | Applicable | YES / NO |
| 27 | Format for seeking clarification [Form No: F-10 (Rev 00)] | Applicable | YES / NO |
| 28 | Analysis of Unit rates Quoted [Form No: F-11 (Rev 00)] | Applicable | YES / NO |
| 29 | Capacity Evaluation of Bidder for current Tender [Form No: F-12 (Rev 00)] | Applicable | YES / NO |
| 30 | Consortium Agreement are submitted as per format [Form No: F-25 (Rev 00)] | Not Applicable | YES / NO |

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

Reverse Auction Process Compliance Form**(Not Applicable)****(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 5 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE – 4**Authorization of representative who will participate in the on line Reverse Auction Process
(Not Applicable)**

| | | |
|---|---|--|
| 1 | NAME OF THE BIDDER | |
| 2 | NAME & DESIGNATION OF OFFICIAL | |
| 3 | POSTAL ADDRESS (COMPLETE) | |
| 4 | TELEPHONE NOS. (LAND LINE & MOBILE BOTH) | |
| 5 | E-MAIL ADDRESS | |
| 6 | NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION | |

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE – 5**RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)****(Not Applicable)****To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. { _____ in value & in words _____ } for item(s) covered under tender enquiry No. {...}
dt. {...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST freight and insurance charges up to {.....} District, {.....} State and Type Test Charges etc., other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of { _____ in nos. & in words _____ } days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:**Company:****Date:****Seal:**

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

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 **Tender Enq. No. BHEL/CPC/KOD/EPC_DBA/27/037 Dated 02/07/2026 for "DRY BOTTOM ASH HANDLING SYSTEM-EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand."** (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.

 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) _____

ANNEXURE – 7

UNDERTAKING

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

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);
**Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____ declare that, I/We
am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT
or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE-8**DECLARATION**

Date: _____

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

**Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

| | | |
|-----|-------------------------------------|--|
| 1 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |
| 2 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |
| ... | | |

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

Annexure-9

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH JULY, 2024
AND SUBSEQUENT ORDER(S)**

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

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

**Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____ 5. _____
3. _____ 4. _____ 6. _____

Thanking you,
Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

1. The Bidder to submit self-certification for the local content in the above format along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the contractor shall be required to give local content certification duly certified by statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies) at the time of execution of project.
3. In case the contractor/supplier does not meet the stipulated requirement and the category of the supplier changes from Class -I to Class-II/Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value shall be imposed.
4. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE-10**DECLARATION REGARDING COMPLIANCE ON PUBLIC PROCUREMENT NO. 4 DTD. 23.02.2023 FOR 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,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

**Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sir,

Sub: Declaration regarding compliance on Public Procurement No. 4 Dtd. 23.02.2023 for restrictions under rule 144 (xi) of GFR 2017**Ref :** 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I certify that M/s _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**) have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order. Further,

A) I certify that the bidder, **(Tick applicable option)**(i) is not from such a country,(ii) is 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)*)and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (*attach relevant valid registration, if applicable*).B) For participating in this procurement, I certify that the bidder **(Tick applicable option)**(i) does not have any Specified Transfer of Technology (ToT) arrangement requiring registration with the competent authority.(ii) have Specified Transfer of Technology (ToT) arrangement and has valid registration. (*attach relevant valid registration*).

I understand that the submission of incorrect data and / or certificate/declaration given by us is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Thanking you,
Yours faithfully,**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE-11**DECLARATION REGARDING 'CONFLICT OF INTEREST'***(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

**Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sir,

Sub: Declaration regarding 'Conflict of Interest'.

Ref : 1) NIT/Tender Specification No: _____
2) All other pertinent issues till date

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE – 12**LETTER OF SUPPORT FROM DESIGN AGENCY FOR SUCCESSFUL PERFORMANCE OF DRY BOTTOM ASH HANDLING SYSTEM OF KODERMA STPP PHASE-II(2X800 MW)****On Design agency Letter Head**

TO:

[EMPLOYER'S NAME & ADDRESS]

Sub: (Name of the DESIGN AGENCY) undertaking responsibility for the successful performance of the relevant system.

Dear Sirs,

We, M/s a Company incorporated under the Laws of..... having its Registered Office at (hereinafter called the Design agency associated to "bidder") taking the responsibility for design and engineering of the of the relevant system..... as per provenness criteria of dry bottom ash handling system for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later and shall assist in the successful performance of the aforesaid system.

Hereby state as follows:

We (Design agency) are aware that, DVC (hereinafter called the "Employer") has invited Bids for Ash Handling System Package which includes design, engineering, supply, manufacturing/got manufactured, erection / supervised erection and commissioning/ supervised commissioning of ASH HANDLING SYSTEMS for coal/ lignite fired boilers vide its Bidding Document No.:

We are also aware that M/s....., (Bidder) is submitting its bid proposal in response to the aforesaid Invitation for Bid by the Employer for [name of the package] , against the Employer's Bidding Documents No.....

AND WHEREAS to meet the qualifying requirement by bidder under provenness criteria of dry bottom ash handling system, this Letter of Support is being made solely for the purposes of dry bottom ash handling system and confirm that we are technically assisting the "bidder".

We express our willingness for technological and system support to the bidder for successful performance of the dry bottom ash handling system, (Name of System).....in the event, the Bid is accepted by the Employer resulting into a Contract.

We, the design agency /
(*Strike out the criteria which is not applicable)

- i) shall be responsible for the engineering and design support in meeting the qualification as per provenness criteria of dry bottom ash handling system.

Now, as on the date of this Letter of Support confirms.

1. The manner of achieving the objective set forth above shall be as follows:

For (System name(s)).....):

- A. We shall provide and shall be fully responsible for design, engineering of (System: name) to meet the performance requirements.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

- B.(System name) shall be manufactured and supplied as per above will be of proven design provided/vetted by us and the drawings approved by Employer.
- C. We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall jointly undertake replacements, rectifications or modifications (with bidder) to the equipment required in case the equipment fails to demonstrate successful performance as per contract at site.
- D. We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer

2. We, the (Design Agency) do hereby undertake and confirm that this Letter of Support shall be valid for a minimum period of seven (7) years or up to the end of defect liability period of the contract, whichever is later.

Signature of the Authorized Representative:

For M/s.....(Bidder)

For M/s.....(Design Agency)

Name

Designation Date:.....

Common Seal of the Company

*: Strike off whichever is not applicable.

**Letter of Support from Collaborator(s) / Licensor / Technology Provider for Technology Transfer/
Licensing agreement for successful performance of Dry Bottom Ash Handling System**

To be executed by the Bidder/Contractor, Bidder's Sub vendor and Collaborator & Technology Provider/Licensor meeting the requirement under provenness criteria of dry bottom ash handling system

We, M/s..... a Company incorporated under the Laws ofhaving its Registered Office at (hereinafter called the "Collaborator(s)/ Licensor/ Technology Provider") taking the responsibility for successful performance of the relevant system as per provenness criteria of dry bottom ash handling system for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later.

Hereby state as follows:

We (Collaborator/ Licensor/ Technology Provider) are aware that, DVC (hereinafter called the "Employer") has invited Bids for Ash Handling System Package which includes design, engineering, supply, manufacturing/got manufactured, erection / supervised erection and commissioning/ supervised commissioning of ASH HANDLING SYSTEMS for coal / lignite fired boilers vide its Bidding Document No.:

We are also aware that M/s, ("*Bidder) is submitting its bid proposal in response to the aforesaid Invitation for Bid by the Employer for [name of the package], against the Employer's Bidding Documents No.

AND WHEREAS to meet the qualifying requirement by bidder under provenness criteria of dry bottom ash handling system, this Letter of Support is being made solely for the purposes of dry bottom ash handling system and confirm that we are meeting the total qualification requirement*(as per provenness criteria of dry bottom ash handling system) of qualifying requirement which the Bidder M/sitself is not able to meet.

Our willingness for technological and system support to the bidder for successful performance of the entire ash handling plant system*/the balance part* (for which collaboration and association has been made), (Name of System) in the event, the Bid is accepted by the Employer resulting into a Contract.

1. We, the Collaborator & Technology Provider/Licensor, and the Contractor *and *his Sub- Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the design, execution, and successful performance of dry bottom ash handling system and all the contractual obligations including the technical guarantees for dry bottom ash handling system, as specified under the said Contract(s) to the satisfaction of the Employer.

2. We, the Collaborator & Technology Provider/Licensor, do hereby undertake, declare, and confirm that we shall be fully responsible for the successful performance of the dry bottom ash handling system and undertake to carry out all the obligations and responsibilities under this Technology transfer/Licensing agreement to discharge the Contractor's obligations stipulated under the Contract.

3. Further the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

- a) We, the Collaborator & Technology Provider/Licensor shall be fully responsible for complete design, engineering, preparation of all designs, design calculations, design documents/drawings, and manufacturing drawings including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating with their auxiliaries so as to ensure satisfactory,

- reliable, safe and trouble free performance meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for dry bottom ash handling system.
- b) We, the Collaborator & Technology Licensor shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning, and performance testing, both at Contractor's/Sub-vendor" works and/ or at Employer's project site and shall depute technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor.
 - c) In the event the Collaborator & Technology Provider/Licensor and the Contractor and his Sub-Vendor fail to demonstrate that the dry bottom ash handling system meets the guaranteed parameters and demonstration parameters as specified in the contract, the Collaborator & Technology Provider/Licensor and the Contractor and his Sub-Vendor shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
 - d) We, the Collaborator & Technology Licensor, shall participate in Technical Coordination Meetings (TCMs) from time to time, as and when required by the Employer.

4. We, the Contractor and his Sub-Vendor and the Collaborator & Technology Provider/ Licensor, do hereby undertake and confirm that this Technology transfer agreement/ Licensing agreement shall be valid for a minimum period of seven (7) years or up to the end of defect liability period of the contract whichever is later.

5. The Contractor will be fully responsible for the complete design, engineering, supply, erection, commissioning, quality of all the equipment/main assemblies/components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.

Signatures of Contractor, Contractor's Sub-Vendor, Collaborator & Technology Provider/ Licensor

1. For M/s
 (Contractor)
 (Signature of the Authorized Representative,
 Official Address)

2. For M/s.....
 (Contractor's Sub-Vendor)
 (Signature of the Authorized Representative,
 Official Address)

3. For M/s
 (Collaborator & Technology Provider/Licensor)
 (Signature of the Authorized Representative,
 Official Address)