निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

MOU Enquiry Ref No- 77/26/6156/AMI **Date: 24-Sep-26**

*BHEL is in the process of bidding for 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 Nuclear Island Mega EPC Package (NIMEP). BHEL intends to have a Pre-bid tie –up/MOU for the scope of **Airlock and Doors for 4X700 MW ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)** associated with the above project with the bidder offering most competitive price*

BHEL invites offers for **Pre-Bid Tie-up/MOU** with reputed and experienced bidders (meeting pre-qualifying requirements as mentioned) as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	AIRLOCK AND DOORS		
3. Projects	4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)		
4. Executing Agency	BHEL- PEM		
5. End Customer	Anushakti Vidhyut Nigam Limited (ASHVINI)		
6. Mode of Enquiry	E - PROCUREMENT		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	5-Oct-26	12:00 PM
	For P-1 bid opening	5-Oct-26	04:00 PM
9. Non-Disclosure Agreement (NDA)	Format of **Non- Disclosure Agreement (NDA)** is enclosed with this NIT.		
	The Tender document available/uploaded on the BHEL portals https://eprocurebhel.co.in/nicgep/app, https://tenders.bhel.com/bhel-admin & https://pem.bhel.com/ does not contain the Technical Specification. The technical specification shall be shared only to those bidders who have signed NDA and Power of Attorney (PoA) which clearly specify that the personnel is authorized to sign the NDA on behalf of the Company/Firm. Bidder to send signed NDA through email to the officials mentioned in NIT. After acceptance of NDA & PoA by BHEL, the bidder can obtain the Technical Specification, through Memory Stick i.e. Pen-drive or emails (if feasible), from officials mentioned in NIT. Subsequently, bidder shall submit original NDA to BHEL.		
10. Earnest Money Deposit (EMD) (Refer S.no- 29 for details)	Applicable	EMD Amount (Rs)	40,00,000
11. Tender Cost	NIL		
12. Eligibility of Local Supplier as per MII (Refer S.no- 38 for details)	**Nature of Package: Non-Divisible** **Class I & Class II Local Supplier**. **Minimum Local Content required for qualifying a bidder as Class 1 & Class II Local Supplier shall be 50% & 20% respectively.**		

13. Technical Scope	As per Technical specification No: PE-TS-551-100-M029	
14. Pre-bid Clarification	Last Date for Seeking Clarification	**29-Sep-26**
	Bidders to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.	
15. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.	
16. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.	
17. CIF Content	Not Available	
18. Mode of Price Finalisation	Price Bid Opening	
19. HSE Guidelines	Not Applicable	
20. Delivery Schedule	**Main Supply:** MBRAPP- Unit 1: 24 months from the date of PO. MBRAPP- Unit 2: 30 months from the date of PO. MBRAPP- Unit 3: 24 months from the date of PO. MBRAPP- Unit 4: 30 months from the date of PO. Drawing submission schedule shall be as per technical specification. Re submission of drawing /documents shall be within 02 weeks. Delay (if any) in BHEL's comment/approval beyond 18 days shall be in BHEL's account and will also be considered for delay analysis. **Note: Separate Purchase Orders shall be issued for Unit 1 & 2 (Stage-I) and Unit 3 & 4 (Stage-II) respectively after finalisation of award and/or receipt of date of commencement of work from end customer.** **Supervision of E&C:** Personnel for Supervision of E&C shall be deputed within 10 days of intimation. The above Delivery Schedule has been prepared considering that the PO for the AIRLOCK AND DOORS will be placed immediately upon receipt of the order from the customer.	
21. Delivery terms	FOR Despatch Station for supply	
22. Payment Terms	**Main Supply:** Payment of 100% of basic price of materials supplied along with 100% freight and taxes & duties (as applicable), shall be paid	

	against receipt of Material Receipt Certificate (MRC) from end customer i.e. M/s ASHVINI. **Supervision of E&C:** 100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable. Note: Clause no 9.6 (excluding notes) of Corrigenda 03 to GCC Rev-07 shall be read as- Vendors shall submit billing documents for payment directly to BHEL. Each such application for payment shall be accompanied by all required documents as set forth in the Contract and/or intimated to the Contractor in advance. Payment will be released within 30 days from the date of receipt of application for payment complete in all respects and acceptable to the Purchaser. **Important Note for MSME Bidders-** In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, MIxchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."
23. Guarantee Period	Guarantee Period shall be as per Technical specification. However, if tender document/ GCC has been referred in technical specification for Guarantee period then following shall be applicable: The defect liability period shall be 18 months from the date of receipt of items (last consignment) at site or 12 months from the date of acceptance (MRC), whichever occurs first. Further to the above, At the end of Guarantee/Defects Liability Period, the Contractor's liability ceases except for latent defects. The Contractor's liability for latent defects warranty for the plant and Equipments including spares shall be a limited to a period of five (5) years from the end of Defects Liability Period. Except Guarantee period, other conditions of Guarantee shall be as per GCC Rev-07 along with its corrigendum -01, 02 & 03
24. Liquidated Damages (LD)	**LD on Main Supply**: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to 0.25% of the

	total contract price (main supply) per week or part thereof, limited of five (5) percent of the total contract price (main supply) excluding GST. **LD on Services**: LD on service portion (Design/Engineering & Supervision of E&C) where delivery for services are defined separately in the NIT. LD shall be applicable @ 0.25% of the total service portion contract value per week or part thereof limited to five (5) percent of the total contract value of service portion excluding GST. Except Liquidated Damages (LD) rate and ceiling, other conditions of LD shall be as per GCC Rev-07 along with its corrigendum -01, 02 & 03. Note: a) The value of Purchase Orders for the purpose of Levy of LD shall be the revised value of Purchase Order after adjustment of Price variation implications. b) The liquidated damages shall also be applicable on price adjustment value along with contract value.
25. Price Basis	PVC Applicable, Refer **Annexure-A** for PVC
26. Variation of contract value	(+/-) 25%
27. Integrity Pact Applicability - Yes	In line with cl. No. 12 of (ITB) GCC Rev-07, following Independent External Monitors (IEMs) have been appointed by BHEL. a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in) b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in) c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)
28. Tender Evaluation	**Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.** The evaluation currency for this tender shall be INR. 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 & binding.

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

Modes of deposit
The EMD shall be accepted only in the following forms:
i) Electronic Fund Transfer credited in BHEL account (before tender opening): https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf
ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
iii) Fixed Deposit Receipt (FDR)
iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)
v) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

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

EMD shall not carry any interest.

Forfeiture of EMD: -

I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD: -

I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.

II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

30. **Performance Security (PS) for Contract after MOU:** In lieu of CPBG as per clause no. 11 of GCTC of GCC Rev-07, Successful bidder is required to submit Performance Security of 10% of the contract value (total Ex-works price excluding PVC) to BHEL PEM within 14 days from the date of PO:

i. PS will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
ii. Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 15%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.

Validity of PS:

a) Validity shall be for the entire Guarantee/Defect liability period. Initially, it should be at least **51** months. Validity of PS shall be extended till completion of Guarantee/Defect liability period. Such Extensions shall be done well in advance but not later than one month before the expiry of PS.
b) All other conditions of GCC Rev-07 along with corrigendum-01, 02 & 03 regarding CPBG shall be applicable.

Modes of deposit: Performance security may be furnished in the following forms:

a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
e) Insurance Surety Bond.

	(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) Performance Security should remain valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Notes/Remarks a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.
31.	**Latent Defect Security:** The Contractor shall submit a Bank Guarantee for 1% (one percent) of the total value of goods sold, in the respective contract currencies, as security against latent defect. This Bank Guarantee shall be valid for a period of 5 (five) years from the date of successful completion of the defect liability period as per the contract
32.	**Breach of contract, Remedies and Termination -** Clause no. 27.0 of GCTC of GCC Rev-07 is not applicable. However, in case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments: i. Encashment of security instruments like EMD, Security Deposit with BHEL -PEM against the said contract. ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PEM. iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL. (iv) If recovery is not possible then legal remedies shall be pursued The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract
33.	GST shall be payable extra at actual.
34.	Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.
35.	GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.
36.	Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.
37.	Bidder to submit declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings as per the format enclosed with NIT.

38. **Make in India:** For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from only Class-I & Class II Local Suppliers shall be considered.

Important Note to Bidders: All items for the package shall be sourced from Indigenous sources. Importing of a few stores, not available from Indigenous sources, may be allowed if it is necessary for completion of the package. However, bidder shall ensure that items to be imported to India do not have US origin components above the de-minimis level.

End user verification shall not be agreed by BHEL in case of imports of raw material / components / equipment, under any circumstances. Further the bidder / contractor shall make attempts to import raw materials / components, if necessary, without insisting for 'End user certificate'

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

- Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Further, Provide the details of the location(s) at which the local value addition shall be made
- Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

39. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

a) Qualifying Technical & Financial Pre-Qualification Requirement.

b) Techno-Commercial acceptance of offer by BHEL-PEM.

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

40. **Minimum Supervision of E&C Charges:** Clause no -9 of Corrigendum-01 to GCC Rev-07 shall be read as "Supervision of E&C charges, if applicable should not exceed 2% of the total contract value, failing which the quoted amount shall be adjusted to 2% of the total contract value by BHEL at the time of evaluation and ordering.

41. MOU/Pre-Bid Tie up shall be done with customer approved vendor only. Vendor approval of successful bidder (L1 bidder), if not approved, shall be taken up subsequent to price bid opening with end customer. In case, End Customer does not approve L1 bidder, MOU process shall be annulled

42. **Pre-Bid Guarantee for MOU**: Bidder shall furnish a Bid Bond for an amount equal to 1% (One Percent) of the value of the MOU price within 30 days of signing of this MOU. Bid Bond shall be in the form of Bank Guarantee/Security Deposit (Instruments as defined in Performance Security Clause). The Bank Guarantee/Security Deposit shall be furnished in accordance with the relevant provisions of the Tender for Bank Guarantees/Security Deposit. Bidder shall keep the Bank Guarantee/Security Deposit furnished as Bid Bond valid till the period of validity of MOU including extended period if any.

43. **Time Period of MOU:** MOU shall continue to remain valid until issue of Letter of Award ("LOA")/Purchase Order (PO) by BHEL or expiry of 18 months, or any other agreed extended period, from the date of signing, whichever occurs earlier The Letter of Award/Purchase order issued to the contractor shall supersede this MOU.

44.	**Variation in Pricing and Alteration in terms & conditions:** The Lumpsum price as agreed upon by this MOU, will remain firm for the scope of Works as per technical specification. However, BHEL reserves the right to negotiate with M/s ASHVINI at any stage to secure the Project, without involving the bidder. Any reduction on the final price for the Project, as agreed by BHEL during negotiations with M/s ASHVINI, shall be correspondingly applicable to the price agreed upon in the MOU and shall be binding on the Contractor. No revision in price, save as excepted hereinabove, shall be accepted on account of any implication arising out of but not limited to ignorance, omissions, negligence of technical specifications and/ or tender terms and conditions on the part of bidder.
45.	Bidders to note that MOU/Pre-Bid Tie up shall be finalised for all units. However, subsequent order shall be awarded only for units for which BHEL wins the order from end customer
46.	Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company: *Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:* • *First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.* • *Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.*
47.	Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation
48.	All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components
49.	Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
50.	If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
51.	All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines.
52.	At Sl.no. 17 of ITB of GCC BOP Rev.00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"
53.	**Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder
54.	Conciliation & Arbitration shall be as per **Annexure-B** to NIT.
55.	Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC) Rev 07 along with its Corrigendum-01, 02 & 03 (available on www.pem.bhel.com)) and other Terms and Conditions included in this Enquiry Letter. Bidders to agree with all the clauses of GCC Rev-07 along with its Corrigendum-01, 02 & 03 except clause no-27.0 of GCTC of GCC Rev-07 (available on www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.

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

57. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated

58. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.

Following documents need to be uploaded:

- **Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)**
- **Documents required for meeting Technical & Financial PQRs**
- **Integrity Pact**
- **Local Content Certificate in line with Make in India circular**
- **Land Border Certificate**
- **Declaration regarding Insolvency/ Liquidation/ Bankruptcy proceedings**
- **Mandatory declaration by MSE bidders**
- **Mandatory declaration by bidders regarding conflict of interest**
- **Price Bid on e-procurement portal - https://eprocurebhel.co.in/nicgep/app**

59. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

60. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar /Sr. Manager-BOP **M/s Bharat Heavy Electricals Ltd.,** Project Engineering Management, BHEL Sadan, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: amitkum@bhel.in Contact No.: 0120-2218522, 9910906336	**Upendra Chaudhary/DGM – BOP** **M/s Bharat Heavy Electricals Ltd.,** Project Engineering Management, BHEL Sadan HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-mail: upendrachaudhary@bhel.in Contact No.: 0120-2218557, 8800355885

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

Disclaimer:

1 This Pre-bid Tie-up is neither an agreement nor an offer by BHEL to the prospective Supplier/Seller or any other person.

2 BHEL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Supplier/Seller upon the statements contained in this Pre-Bid Tie-up.

3 The issue of this Pre-Bid Tie-up does not imply that BHEL is bound to select and shortlist Supplier/Seller for next stage or to enter into any joint working agreements with shortlisted Supplier/Seller.

4 BHEL at its discretion may extend the due date for submission of Pre-Bid Tie-up and the decision of BHEL in this respect would be final and binding on the Supplier/Seller.

5 Notwithstanding anything contained in this Pre-Bid Tie-up, BHEL reserves the right to accept or reject any application and to annul the Pre-bid Tie-up process and reject all applications, at any time without any liability or any obligation for

such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BHEL rejects or annuls all the applications, it may, at its discretion, invite all eligible parties/Supplier/Seller to submit fresh responses.

6 BHEL reserves the right to disqualify any Supplier/Seller during or after completion of Pre-Bid Tie-up process, if it is found there was a material misrepresentation by any such Supplier/Seller or the Supplier/Seller fails to provide, within the specified time, supplemental information sought by BHEL.

7 BHEL reserves the right to verify all statements, information and documents submitted by the Supplier/Seller in response to this Pre-Bid Tie-up. Any such verification or lack of such verification by BHEL shall not relieve the Supplier/Seller of his obligations or liabilities hereunder nor will it affect any rights of BHEL.

8 The Supplier/Seller shall bear all costs associated with the preparation, Technical discussion/ presentation and submission of response/quote. BHEL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Pre-bid Tie-up process.

9 Canvassing in any form by the Supplier/Seller or by any other agency on their behalf may lead to disqualification of their response/quote.

Thanking You.
For and on behalf of BHEL

Amit Kumar
Sr. Manager/ BOP

Enclosures

a) Technical & Financial PQR
b) Annexure-A for PVC
c) Annexure-B for Conciliation & Arbitration
d) Format of Non- Disclosure Agreement (NDA)
e) Price Format

BHEL	**PRE - QUALIFYING REQUIREMENTS**	DOCUMENT NO.: PE-TS-999-100-M067
		REVISION NO.: 00, DATE: 14.09.2026
		SHEET: **1** of **2**

Project: 2X700 MWe MAHI BANSWARA

Package: AIRLOCKS AND DOORS

CRITERIA FOR EVALUATION (TECHNICAL):

1. Technical Pre-Qualifying Requirements:

1.1 The bidder should have designed, in-house manufactured/fabricated, tested, inspected and supplied doors & airlocks (as mentioned below) for use in a nuclear power plant or for similar application.

Air Locks
Reactor Building Main Airlocks (MAL) or Auxiliary Airlocks (AAL).
They form a critical part of the nuclear power plant's primary containment boundary. As a safety-related component, the bidder must recognize that the ultimate design intent of this airlock is the mitigation of radiological release to the public and the environment under both normal and design-basis accident (DBA) conditions while ensuring safe plant personnel and equipment access.

1.2 The order for item(s) mentioned in point 1.1 for nuclear application should have been successfully placed on the bidder. To establish meeting this requirement, the bidder shall conform to the following clause through supporting documents:

(i) Execution of one (1) purchase order from a purchaser before the date of bid submission as defined by BHEL-PEM in NIT.
Purchase order(s), Material dispatch clearance certificate (MDCC)/ Material receipt certificate (MRC)/Lorry receipt (LR)/ Invoice before the date of bid submission as defined by BHEL-PEM in NIT.

1.3 In addition to above, bidder should have the following facilities for doors & airlocks as per BHEL requirement as mentioned in Technical Specification & Data sheet:

a). Capability of designing and manufacturing of the item(s).

b). In-house testing facilities for carrying out tests as per relevant safety standards & NPCIL/BARC Quality plan. In case, the in-house testing facilities are not available, then bidder shall furnish undertaking that test(s) will be carried out from NPCIL/BARC approved lab.

Bidder to submit supporting documents (Purchase order (s) / Certificate indicating capacity and details/ undertaking of manufacturing & testing facilities) for point (a) & (b) above.

1.4 To establish business continuity, bidder is required to submit at least one (1) Purchase order of Airlocks/leak tight doors in last 5 (five) years prior to the date of bid submission as defined by BHEL-PEM in NIT.

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: PRANJAL OMAR	**NAME:** IK UJJWAL	**NAME:** BK AGARWAL
DESIGNATION: Sr. MANAGER.	**DESIGNATION:** DGM	**DESIGNATION:** DH/ AGM
DEPT.: PS-PEM/ MPL	**DEPT.:** PS-PEM/ MPL	**DEPT.:** PS-PEM/ MPL

2. Bidder to also comply with general points mentioned below.

2.1 Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:

a) If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.

b) If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.

c) If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. and warranty/ guarantee shall be submitted along with the offer.

2.2 Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of contract(s).

2.3 Consideration of offer shall be subject to customer's approval of bidders, if applicable

2.4 Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

2.5 Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

2.6 After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

2.7 Bidder to ensure that Third Party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/ certificate issuing authority such as name & designation of issuing authority and its organization contact number and email-id etc. In case the same found not available, purchaser has right to reject such document from evaluation.

PREPARED BY:	REVIEWED BY:	APPROVED BY:
NAME: PRANJAL OMAR **DESIGNATION:** Sr. MANAGER. **DEPT.:**PS-PEM/ MPL	**NAME:** IK UJJWAL **DESIGNATION:** DGM **DEPT.:** PS-PEM/ MPL	**NAME**: BK AGARWAL **DESIGNATION:** DH/ AGM **DEPT.:** PS-PEM/ MPL

	PRE - QUALIFYING REQUIREMENTS
PROJECT:	**4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)**
PACKAGE:	**AIRLOCK AND DOORS**

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover value during last three Financial Years as on tender due date should not be less than	**17,47,00,000**

Rs.Seventeen Crore Forty Seven Lakh only

Notes:-

a) The bidder has to submit Audited Financial accounts comprising of Audit report (if applicable), Balance sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue, for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual Financial turnover shall be calculated based on available information as below: -

i) If the accounts are available for <= 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but <=2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but <=3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third-party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two-part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any company including those registered outside India and does not meet any of the above Financial criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the bidder would be required to furnish a letter of support from its holding company, pledging unconditional and irrevocable Financial support for the execution of the contract by the bidder in case of award.

f) In cases where audited results for its last Financial year as on the date of Techno-Commercial bid opening are not available, a certificate would be required from CEO/CFO stating the the Financial results of the Company are under audit as on the date of Techno-Commercial bid opening and are not available.

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION FOR AIR LOCK& DOORS SYSTEM

(1) The price adjustment formula is defined for price components related to Main Supply package.

(2) The amount of price adjustment shall be computed as under:

EC = EC1 - EC0

EC1 will be computed as follows:

EC1= EC0 {F + a x A1/ A0 + b x B1/ B0 + c x C1/ C0 + Lb x L1/ L0}

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) ‘F’ shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) ‘a’ shall be co-efficient which shall be considered as 0.30, ‘b’ shall be co-efficient which shall be considered as 0.24 and ‘c’ shall be co-efficient which shall be considered as 0.01

(iii) A1 & A0 are as per “MANUFACTURE OF BASIC METALS” as published in RBI Bulletin, Sl. No. (N), Base: 2022-23 = 100.

(iv) B1 & B0 are as per “MANUFACTURE OF FABRICATED METAL PRODUCTS, EXCEPT MACHINERY AND EQUIPMENT” as published in RBI Bulletin, Sl. No. (O), Base: 2022-23 = 100.

(v) C1 & C0 are as per “MANUFACTURE OF RUBBER AND PLASTICS PRODUCTS” as published in RBI Bulletin, Sl. No. (L), Base: 2022-23 = 100.

(vi) 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.30

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the variated price which shall be the month before the month in which dispatch is made.

The latest available indices are to be extrapolated to the above defined month w.r.t the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.

2) The price adjustment shall be limited to (+) 30% of Ex-Works Supply Price including commissioning spares. However, there shall be no limit on negative price adjustment.

3) No Price Adjustment will be payable if the total amount of Price Adjustment against the Contract sums up to less than 2% (Two percent) of the total Contract Price. However, if the total amount of Price Adjustment against the Contract sums to more than 2% (Two percent) of the total Contract Price, the total Price Adjustment shall be payable to the Contractor.

Annexure- B to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL**, **executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- B to NIT

vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

TENDER NO. 77/26/6156/AMI dated 24.09.2026

NON-DISCLOSURE AGREEMENT

DEFINITIONS

1.1 "**DISCLOSING PARTY**" shall mean the Party that discloses its Confidential Information (BHEL), directly or indirectly to the receiving Party.

1.2 **Disclosure Period**: All disclosures hereunder shall be completed within the period that begins on Effective Date and expires on closure of the Contract.

1.3 **Effective Date**: The date on which this agreement shall become effective (i.e) from the date of signing this agreement.

1.4 "**Bharat Heavy Electricals Ltd.**" or " BHEL" shall mean the Bharat Heavy Electricals Ltd., a Govt of India Undertaking, CIN: L74899DL1964GOI004281, headquartered in Delhi, India.

1.5 **Obligation Period**: begins on Effective Date and continuing until Forty (40) years after the date of disclosure of the Confidential Technical Information.

1.6 "**RECEVING PARTY** "shall mean the Party that receives Confidential Information, directly or indirectly, from disclosing party (BHEL).

1.7 **SUB-CONTRACTOR**" shall mean any sub-contractor of the Contractor as the context so requires, for the purposes of the Project.

1.8 **VENDOR**: The party who intends to participate in the tender published by BHEL (Tender No. 77/26/6156/AMI dated 24.09.2026) and downloading this tender document from https://eprocurebhel.co.in/nicgep/app portal.

2. **PURPOSE OF THIS AGREEMENT.** The purpose for disclosing information under this Agreement is specified below: Receiving party to prepare and submit to Disclosing party an offer, and potentially to enter into, and perform a contract for AIRLOCK AND DOORS Package of Nuclear Island Mega EPC Package (NIMEP) for MBRAPP -1 to 4 Project Receiving party shall receive Disclosing party 's Confidential Information directly or indirectly from Disclosing party

3. **CONFIDENTIAL INFORMATION.** "Confidential Information" means all information, such as all technical, financial and business information, and all tangible and intangible embodiments thereof of any kind whatsoever, as well as any information obtained orally or through observation or examination of the foregoing, that are disclosed, during the Disclosure Period, by one Party, in its capacity as Disclosing party , to the other Party in its capacity as a Receiving party , including, by way of example, but without limitation, plans and forecasts, test results and procedures, data, know-how, formulations, compositions of matte ingredients, processes, manufacturing equipment, uses, designs, sketches, photographs, drawings, specifications, software, information embodied in software, performance properties, reports, studies, findings, prices, costs, contracts, customers, suppliers, inventions, and ideas, as well as any information developed by the Receiving party that is based upon, arises out of: and/or is derived from Disclosing party information.

4. **MARKING**. To the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Confidential" or "Proprietary" or other similar legend.

5. **CONFIDENTIALITY OBLIGATIONS**. During the Obligation Period as described in 1.5 Receiving party shall exercise the same level of care (but not less than reasonable care) in handling Disclosing party's Confidential Information as if they were its own, and shall undertake the following obligations with respect thereto:

5.1 Not to copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the performance of its obligations under this Contract.

5.2 The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any other third party except for the purpose of submitting the bid against this tender and subsequent execution on award of contract.

The Receiving Party shall be responsible for maintaining the confidentiality of restrictive information shared with their vendors/ sub-contractors/agents.

5.3 Not disclose to a third party the fact of this Agreement or the nature of Confidential Information received hereunder.

5.4 Not disclose any of Disclosing party's Confidential Information to employees, or employees of Affiliates, whose functions are not necessary for fulfilling the purpose of this Agreement.

5.5 Not use any of Disclosing party's Confidential Information (including tests, evaluations, and information derived therefrom) except for accomplishing the Agreement Purpose;

5.6 Not analyze or reverse engineer Confidential Information for the purpose of determining components or structure, or make it available to a third party for analysis;

5.7 Not include any of Disclosing party's Confidential Information, or any information developed by Receiving party that is based upon, arises out of: and/or is derived from Disclosing party's information, in any patent application without the written consent of the Disclosing party's.

5.8 Receiving party shall disclose the Confidential Information only to such of its representatives for the Agreement Purpose.

5.9 Receiving party shall ensure that the tangible copies of the Confidential Information be kept separate: other information of Receiving party and in a controlled manner so that only people working for the Agreement Purpose can access the tangible copies of the information.

5.10 Receiving party shall ensure that the electronic copies of Confidential Information be kept in separate files accessible only by those working for the Agreement Purpose and are password protected.

5.11 Upon the completion of the contract between Disclosing party and Receiving party related to the Agreement Purpose or earlier termination thereof, Receiving party shall

5.11.1 destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Proprietary Information.

5.11.2 Erase all the Disclosing Party's Proprietary information from its computer and communications systems and devices used by it, or which is stored in electronic form.

5.11.3 to the extent technically and legally practicable, erase all the Disclosing Party's Proprietary information which is stored in electronic form on systems and data storage services provided by Third Parties; and

5.11.4 certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 5.11.

5.12 However, the foregoing obligations shall not prevent Receiving party from disclosing only those portions of Confidential Information that are required to be disclosed by law, government regulation or court order, provided that Receiving party provides reasonable prior notice to the Disclosing party of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to Disclosing party with respect to any appropriate action that Disclosing party may decide to take.

6. **EXCEPTIONS**. Receiving party shall have no confidentiality obligations with respect to information that:

6.1 At the time of disclosure is in the public domain;

6.2 After disclosure is published or otherwise becomes part of the public domain through no fault of Receiving party (but only after it is so published or comes into the public domain);

6.3 Was already in Receiving party possession at the time of disclosure as evidenced by prior written records;

6.4 Is hereafter independently developed by an employee or agent of the Receiving party who did not have access to or knowledge of the Confidential Information.

6.5 However, the foregoing exceptions do not apply to Confidential Information that comprises: (i) specific information that is merely embraced by more general information in the public domain or in Receiving party's possession; or (ii) a combination that can be reconstructed from multiple sources in the public domain or Receiving party's possession, none of which sources individually shows the whole combination.

7. GENERAL PROVISIONS

7.1 **ENTIRE AGREEMENT**: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written and oral communications and agreements relative to information disclosed on or after the Effective Date.

7.2 **AMENDMENTS**: No amendment, modification, waiver or extension of the terms of this Agreement shall be binding unless approved in writing and signed by an authorized representative of each of the Parties.

7.3 **NO GRANT OF LICENSE**: This Agreement shall not be construed as granting Recipient a right to a license, implied or otherwise, under any patent, trademark, trade secret, or other rights now or hereafter owned or controlled by Discloser.

7.4 **DISCLAIMER OF WARRANTIES**: The Discloser does not make any warranty, guarantee, or representation with respect to any information or material provided hereunder, either express or implied, other than it has the lawful right to provide such information or material.

7.5 **DISCLAIMER OF LIABILITY**: Neither Party shall be liable for damages as a result of lawfully receiving or disclosing information hereunder or as a result of the other Party's reliance on or use of information disclosed hereunder.

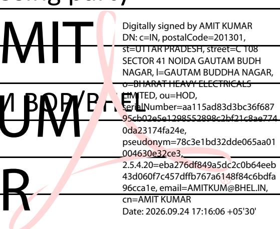
7.6 **DISCLAIMER OF BUSINESS RELATIONSHIP**: This Agreement shall not be construed as creating a business relationship, an obligation to enter into a business relationship, an agency, partnership or joint venture relationship, or an obligation or right to purchase or sell goods or service Information hereunder shall not be considered an offer for sale or a commercial use.

7.7 The Parties agree that, in the event of breach or threatened unauthorized disclosure of Confidential Information, the Disclosing Party shall be entitled to an injunction by court of law prohibiting any such disclosure without proof of actual damages caused to the Disclosing Party by such breach or threatened breach and without posting of bond. For the purpose of the Disclosing Party's obtaining equitable relief only, the Receiving Party acknowledge that the Confidential Information is unique and valuable, and its disclosure will result in irreparable harm to the Disclosing Party.

7.8 **Governing Law**: This agreement shall be interpreted in accordance with and governed by the substantive and procedural Laws of India and the parties here by consent to the Jurisdiction of Court situated in Delhi.

8. **EXECUTION**

This Agreement is executed by authorized representatives of the Parties, who agree to all the terms and conditions hereof. This Agreement may be signed in separate counterparts with an inked handwritten signature, each of which counterparts when so executed and delivered in hard copy form as executed, shall be deemed to be an original, but all of which taken together shall constitute a fully executed instrument, e.g., partially executed signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. In addition, fully executed instruments, in counterpart or non- counterpart format, bearing one or more, or all signatures that have been converted to electronic format (e.g., PDF, Fax,) and thereafter fixed in a tangible copy before or after being electronically transmitted (e.g., by fax or e-Mail) shall be effective in all respects and treated the same as original hand-written signatures placed on hard copies. The Parties shall endeavour to provide inked signature versions at a later convenient time, but the failure or refusal to exchange such inked signature versions shall not undermine the validity or enforceability of this Agreement

	Authorized representative of Disclosing party	Authorized representative of Receiving party
Signature:	AMIT KUMAR  Digitally signed by AMIT KUMAR DN: c=IN, postalCode=201301, st=UTTAR PRADESH, street=C 108 SECTOR 41 NOIDA GAUTAM BUDH NAGAR, l=GAUTAM BUDDHA NAGAR, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=HOD, serialNumber=aa115ad83d3bc36f68795cb02e5e1298552898c2bf21c8ae7740da23174fa24e, pseudonym=78c3e1bd32dde065aa01004630e32ce3, 2.5.4.20=eba276df849a5dc2c0b64eeb43d060f7c457dffb767a6148f84c6bdfa96cca1e, email=AMITKUM@BHEL.IN, cn=AMIT KUMAR Date: 2026.09.24 17:16:06 +05'30'	
Name:	Amit Kumar	
Designation:	Sr. Manager/PEM BOP/BHEL	
Date:	24.09.2026	
Place:	Noida	

TENDER NO. 77/26/6156/AMI dated 24.09.2026

DESCRIPTION: PRE-BID TIE-UP/ MOU OF AIRLOCK AND DOORS FOR 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP).

MEMORANDUM OF UNDERSTANDING (MOU)

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

BETWEEN

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

AND

M/s <Name of the Successful Bidder>, an existing Company under the Companies Act,1956/ Partnership Firm, having its registered office at ----------------- --, hereinafter referred to as "**Contractor**" which expression, unless repugnant or contrary to the context, thereof shall mean and include its administrators, successors, heirs, executors and permitted assigns of the Party of the Second Part:

The Parties of the First Part and Second Part are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. Anushakti Vidhyut Nigam Limited ("ASHVINI") has invited bids for Design, Engineering, Manufacture, Supply including Mandatory Spares, Supervision of Erection & Commissioning for the **AIRLOCK AND DOORS** Package for 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP) (hereinafter referred to as "**Project**").

B. BHEL is in process of submitting an offer to ASHVINI for the project on EPC basis, which includes this Package along with the others scope of work, ancillary and incidental thereto, as provided in ASHVINI Tender.

C. BHEL had floated a Pre - bid tender enquiry bearing reference no. 77/26/6156/AMI dated 24.09.2026 (hereinafter referred to as "**Tender**") to invite offers to execute AIRLOCK AND DOORS package.

D. M/s <Name of the Contractor> (hereinafter referred to as "**Contractor**") had submitted their offer for the AIRLOCK AND DOORS package to be carried out for the Project (hereinafter referred to as the "**Offer**").

E. After Techno-commercial evaluation of Offers received against the Tender and subsequently opening of price bids, M/s <Name of the Contractor> has emerged as Lowest bidder for the AIRLOCK AND DOORS package for a Lumpsum Contract values of Rs. ___________(Rupees ________________).

F. Now <Name of the Contractor> has agreed to associate with BHEL as sub-contractor for the AIRLOCK AND DOORS package as specified in the Tender for the Project, and shall not bid directly in the Project for the AIRLOCK AND DOORS package or with any other bidder, bidding for the Project, directly, indirectly or through any of its subsidiary, holding company, partnership firm or in any other manner.

G. BHEL hereby agrees to enter into this Memorandum of Understanding ("**MOU**") with the Contractor to award the contract to them for carrying out the AIRLOCK AND DOORS package as a sub-contractor of BHEL for the Project, in the event of the Project being awarded to BHEL by ASHVINI.

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

1. PURPOSE OF THE MOU:

BHEL and Contractor desire to enter into this MOU with the purpose of:

1.1. Entering into Pre-Bid Tie Up for "*PRE-BID TIE-UP/ MOU OF AIRLOCK AND DOORS FOR 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP).*"

1.2. Submitting detailed proposal by BHEL to ASHVINI for the said AIRLOCK AND DOORS package of the Project.

1.3. To specify the rights and obligations of each Party in performing the AIRLOCK AND DOORS package, till the issue of Letter of Award to the Contractor, if the Project is awarded by ASHVINI to BHEL.

1.4. Negotiating, and entering into Contract Agreement for performance of AIRLOCK AND DOORS package, when the Project is awarded by ASHVINI to BHEL.

2. PRINCIPLES OF AGREEMENT:

2.1. The Tender Document and the resulting contract for the Project shall be binding on both the parties. In case of breach of MOU by contractor, all the consequences including but not limited to invocation of 1% MOU Bid Bond and Suspension of Business dealings as per extant BHEL policy and Tender shall be applicable.

2.2. Award of the AIRLOCK AND DOORS package to contractor shall be subject to the approval of Contractor from ASHVINI.

2.3. Nothing contained in this MOU shall constitute or deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party, same in so far as expressly agreed to and provided in this MOU.

2.4. There being no sharing of profit or losses, any profit arising to the parties hereto shall be taken credit by the Party causing the profit, any loss shall be borne by the Party causing the loss. The relationship between the parties shall be on an arm's length basis and shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other ongoing or continuing relationship or commitment between the Parties.

2.5. In the event of the award of the Project to BHEL by ASHVINI, the Parties agree to carry out the AIRLOCK AND DOORS package as per their respective scope, and General and/or Special and other Conditions forming part of the Tender.

2.6. The contractor agrees that while entering MOU, all the terms & conditions of Tender have been fully understood. Any claim, financial and/ or commercial implications arising out of ignorance of any terms & conditions on any grounds whatsoever, shall not be accepted by BHEL later on and BHEL decision shall be final in this regard.

3. SCOPE OF WORK:

3.1. The scope of work will be "*PRE-BID TIE-UP/ MOU OF AIRLOCK AND DOORS FOR 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)*" as detailed in Tender no. ……………...

3.2. The Contractor shall promptly provide all relevant technical and commercial information and assistance as required for the purposes of the preparation of the detailed proposal before the due date and for the negotiation of the Tender. Contractor, may be required to attend meeting(s) in connection with the Tender and/or contract either between the parties and / or among the parties and ASHVINI. Parties shall bear their own expenses for these meetings and any other expenses incidental thereto.

4. VARIATION IN PRICING AND ALTERTION IN TERMS & CONDITIONS

4.1. The Lumpsum price as agreed upon by this MOU, will remain unchanged for the scope of AIRLOCK AND DOORS package. However, BHEL reserves the right to negotiate with M/s ASHVINI at any stage to secure the Project, without involving the contractor. Any reduction on the final price for the Project, as agreed by BHEL during negotiations with ASHVINI, shall be correspondingly applicable to the price agreed upon in the MOU and shall be binding on the Contractor.

4.2. No revision in price and agreed terms & conditions, save as excepted hereinabove, shall be accepted on account of any implication arising out of but not limited to ignorance, omissions, negligence of technical specifications and/ or tender terms and conditions on the part of contractor.

5. **PERFORMANCE OF CONTRACT: LIABILITIES OF THE PARTIES**

5.1. BHEL shall not be liable to the Contractor for loss of business opportunity, including but not limited to any direct, indirect, special or consequential loss or damages of any kind whatsoever because of the Project not being awarded to BHEL, cancellation of Project, suspension of Project or for any other reason whatsoever.

5.2. The Contractor shall be liable to BHEL for the due performance of its Scope of Work in accordance with the Tender on the basis of which this MOU has been entered.

6. **CONFIDENTIALITY:** As per duly signed NDA between the parties (Copy attached)

7. **INDEMNIFICATION**

Parties to the MOU do hereby agree to henceforth indemnify, to defend and hold harmless the other Party against any and all expenses, claims, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to;

7.1. A breach of any of the representations, warranties or covenants of the party contained in this MOU or

7.2. Any default in the performance of any of the covenants or agreements made by the party in this MOU.

Notwithstanding to the termination or expiration of this MOU for any reason whatsoever, the Indemnification Clause shall survive and remain in force.

8. **TIME PERIOD**

8.1. This MOU shall continue to remain valid until issue of Letter of Award (“LOA”) by BHEL or expiry of 18 months, or any other agreed extended period, from the date of signing, whichever occurs earlier The Letter of Award issued to the contractor shall supersede this MOU.

9. **PRE-BID GUARANTEE**

9.1. The contractor shall furnish a Bid Bond for an amount equal to 01% (One Percent) of the value of the MOU price within 30 days of signing of this MOU.

9.2. The Bid Bond shall be in the form of Bank Guarantee/Security Deposit (in form of Instruments mentioned in PS clause of NIT). The Bank Guarantee shall be furnished in accordance with the relevant provisions of the Tender for Bank Guarantees.

9.3. The Contractor shall keep the Bank Guarantee furnished as Bid Bond valid till the period of validity of MOU including extended period if any.

10. ASSIGNMENT

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

11. NOTICE

All notices pursuant to this MOU shall, except as otherwise specifically provided for be made in writing.

All the communications shall be delivered by prepaid post and to the addresses or such other addresses as either Party may from time to time notify to the other in accordance herewith.

If sent to BHEL:

Bharat Heavy Electricals Limited
Project Engineering Management,
3rd Floor, BHEL Sadan,
Plot No. 25, Sector 16A,
Noida – 201301 (U.P.)

If sent to Contractor:

<Address of the Contractor>

12. WAIVER

Any waiver by either Party of a breach of any provision of this MoU shall not be considered as a waiver of any subsequent breach of the same or any other provision of this MoU.

13. GOVERNING LAW AND DISPUTE RESOLUTION

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

13.2. All disputes and claims between the Parties which may arise out of or in connection with the MoU shall be settled amicably by good faith negotiation between the Parties.

13.3. In the event that no amicable settlement is arrived at, any unsettled dispute, controversy or claim arising out of or in connection with this MoU, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to India International Arbitration Centre (IIAC) to appoint sole arbitrator to be appointed by IIAC. Arbitration proceeding shall be governed by the IIAC Rules. The seat of arbitration shall be at New Delhi. The language to be used in the arbitral proceedings shall be English. The Arbitral Tribunal shall give a reasoned Award.

13.4. All the disputes in relation to this MOU, Court at New Delhi shall have the exclusive jurisdiction.

14. COMPLIANCE AND ETHICS

14.1. The Parties agree to fully comply with all the applicable laws and regulations applying to the proposed Tender. The Parties shall strictly abide by the code of conduct and ethics policy of their respective organisation.

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

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

14.4. A material violation by a Party of any of the obligations contained in clause 14.1 or 14.2 above may be considered by the other Party to be a material breach of this MoU and shall entitle the other Party to terminate this MoU with immediate effect and without prejudice to any further right or remedies on the part of such Party under this MoU or applicable law. The violating Party shall indemnify the other Party for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this MoU.

15. SEVERABILITY

If any provision of this MoU is held by any court to be void or unenforceable in whole or in part, the other provisions of this MoU and the remainder of the affected provisions shall continue to be valid.

16. TERMS OF MOU

Subject to the provisions of Clause 8 of the MOU, the MOU shall remain inforce until superseded by a Contract Agreement executed between the Parties after award of Project to BHEL by ASHVINI.

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

IN WITNESS WHERE OF THE parties hereto have caused this MOU to be signed by their respective authorized representatives on the date mentioned here in above.

Place: __________

For Bharat Heavy Electricals Limited **For Contractor (Name)**

By

Name :

Designation

WITNESS

1.

2.

PROFORMA OF BANK GUARANTEE FOR BID BOND

(On non-Judicial paper of appropriate value)

Bank Guarantee No………………….

Date………………………………………

To

Bharat Heavy Electricals Limited,
Project Engineering Management,
3rd Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sirs,

In accordance with the terms and conditions of MOU dated …………..[1], (hereinafter referred to as the "MOU") signed between **Bharat Heavy Electricals Limited**, Project Engineering Management, 3rd Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P. - 201301 and **M/s ……………….**[2] having its registered office at ……………………………… (hereinafter referred to as the 'Contractor'), where BHEL agrees to award the contract to the Contractor for carrying out the works as a sub-contractor of BHEL for the Project (i.e. 4X700 MW ASHVINI MAHI BANSWARA UNIT 1-4), in the event of the Project being awarded to BHEL by it Customer, i.e. M/s Anushakti Vidhyut Nigam Limited (ASHVINI).

The conditions of MOU provide that the successful bidder ('Contractor') shall furnish a Bid Bond for an amount of Rs…………..[3], i.e. 01% (One Percent) of the value of the price of the contract mentioned in MOU , within 30 days of signing of this MOU in the form therein mentioned. The form of payment of Bid Bond in the shape of Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid MOU that an irrevocable and unconditional Bank Guarantee against Bid bond for an amount of .... [3] is required to be submitted by the Contractor to fulfil the terms and conditions of accepted and signed MOU and the Contractor having approached us for giving the said Guarantee.

We, the ....[Name & address of the Bank] .... [6] having our Registered Office at …………(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to BHEL without any demur and without any reference to the Contractor, merely on your first demand any sum or sums of Rs................... [3] (in words Rupees.........................) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________[3].

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

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

We …………….[6] Bank further agree that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by BHEL against the said Contractor and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the BHEL or any indulgence by BHEL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall be irrevocable and shall remain in force upto and including…………………………[4] and shall be extended from time to time for such period as may be desired by BHEL.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to BHEL in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ……………………………….[5] we shall be discharged from all liabilities under this Guarantee.

We, ………………[6] Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

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

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…………………..[3]

b) This Guarantee shall be valid up to ……………… [4]

c) Unless the Bank is served a written claim or demand on or before _____________[5] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____________[6] Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date……………….

Place of Issue……………….

1 MOU dated…

2 Name and Address of the Contractor

3 Bid Bond Value in words and Figures

4 Validity Date

5 Date of Expiry of Claim Period

6 Name & Address of Bank

Notes:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper.

3. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).