निविदा आमंत्रण सूचना

NOTICE INVITING TENDER (NIT)

MOU Enquiry Ref No- 77/26/6177/AMI **Date: 17-Oct-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 ***FUEL TRANSFER EQUIPMENT 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	FUEL TRANSFER EQUIPMENT		
3. Projects	4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)		
4. Executing Agency	BHEL- PS PEM/ Regions		
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	27-Oct-26	12:00 PM
	For P-1 bid opening	27-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 along with techno-commercial offer.		
10. Earnest Money Deposit (EMD) (Refer S.no- 29 for details)	Applicable	EMD Amount (Rs)	3,00,00,000/-
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-551-583-A001 (REV0)		

14. Pre-bid Clarification	Last Date for Seeking Clarification	**22-Oct-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	**Design & Engineering:** 20 months from date of respective POs. Drawing/documents submission schedule shall be finalised after PO suiting delivery schedule. Bidder to resubmit document within 15 days from date of receipt comments. Delay (if any) in BHEL's comment/approval beyond 30 days shall be in BHEL's account and will also be considered for delay analysis. **Main Supply (along with commissioning spares): -** **For unit 1& 2: Item wise delivery for respective POs as per annexure C to NIT.** **For unit 3& 4: Item wise delivery for respective POs as per annexure C to NIT.** Drawing/documents submission schedule shall be finalised after PO suiting delivery schedule. Bidder to resubmit document within 15 days from date of receipt comments. Delay (if any) in BHEL's comment/approval beyond 30 days shall be in BHEL's account and will also be considered for delay analysis. **Services (excluding training of customer/client O&M staff at site): -** Personnel shall be deputed within 10 days of intimation. **Services (training of customer/client O&M staff at site): -** Personnel shall be deputed within 10 days of intimation. **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.	
21. Delivery terms	FOR Despatch Station for supply	
22. Payment Terms	**Design & Engineering:**	

	Engineering Charges in main sheet of the detailed BOQ cum price format (as per sl. no. 2.5 & 2.6) shall not be more than 5% of the Total Contract Value (including Main Supply, Services, Mandatory Spares, etc.) excluding freight & GST for that item, failing which the break-up of prices shall be adjusted accordingly for ordering. 50% of price of Design/Engineering Charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply. **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. **Services:** 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, Mlxchange, 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 or not mentioned separately, 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 contract price of respective items of main supply per week or part thereof, limited of five (5) percent of the contract price of respective items of main supply excluding GST. **LD on Services**: LD on service portion where delivery for services are defined separately in the NIT. LD shall be applicable @ 0.25% of the respective service portion contract value per week or part thereof limited to five (5) percent of the respective contract value of service portion excluding GST. 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. c) 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.
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 by 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 **75 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:** This MoU shall continue to remain valid until the earlier of (a) issuance of Letter of Award ("LOA") or Purchase Order ("PO") by BHEL to the Contractor, or execution of a separate Contract Agreement between BHEL and the Contractor for the Package; (b) expiry of 18 months from the date of signing of this MoU, or (c) such extended period as may be mutually agreed in writing. The LOA/PO issued to the Contractor or the Contract Agreement entered into between the Parties, as applicable, shall supersede this MoU; provided that such supersession shall not affect any right, remedy, liability or obligation accrued prior to such supersession or any provision which expressly survives under this MoU.
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.: 0120-2218523, 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 PQR & Financial PQR
b) Annexure-A for PVC
c) Annexure-B for Conciliation & Arbitration
d) Annexure C for Delivery schedule for main supply items
e) NDA
f) Price bid format
g) MOU Format
h) Proforma Of Bank Guarantee for Bid Bond

MINIMUM EXPERIENCE / CAPABILITIES FOR SUB-VENDORS

The main contractor shall ensure that the proposed sub-vendor (if not in suggested vendor list for M2-S4-2) shall meet the following minimum requirements for manufacture and supply of Fuel Transfer Equipment along with additional subassemblies/components:

1. The sub-vendor shall have past experience of completing at least one job in last 10 years as on date of evaluation, in fabrication, machining & inspection of stainless steel weldment, having minimum overall dimensions of 2000 mm x 2000 mm x 1000 mm or Ø2000 mm x 1000 mm. The thickness of at least, one of the base metal of the weldment shall be 8 mm and above.

   Documents to be submitted by the sub-vendor in support of the above claim:
   i) Purchase Order (PO) /Work Order copy
   ii) Drawing
   iii) Inspection Reports
   iv) Shipping Release/Release Note /Dispatch Clearance/Acceptance Report.

2. The sub-vendor shall have executed in last 10 years as on date of evaluation at least one job of precision machining and assembly work of equipment involving at least 25 Nos. of different precision machined components, having dimensional tolerance of minimum 10 microns for at least 10 components.

   Documents to be submitted by the sub-vendor in support of the above claim:
   i) Purchase Order (PO) /Work Order copy
   ii) Drawings
   iii) Inspection Reports
   iv) Assembly Reports
   v) Shipping Release/Release Note/Dispatch Clearance/Acceptance Report.

3. The sub-vendor shall have following in-house machining facilities:

Sr. No.	**Machine Type**	**Quantity Required (Minimum)**	**Specification requirements for at least one machine**
a.	Horizontal Boring machine	4 Nos.	Min Axis Travel X-6000 mm Y-2000 mm Z-1000 mm Spindle run out: ≤ 10 microns Accuracy in X, Y & Z directions : ≤ 20 microns
b.	Jig Boring machine	1 No.	Min Axis Travel X-600mm Y-500mm Z-600mm Spindle run out: ≤5 microns Accuracy in X & Y directions: ≤5 microns

Sr. No.	Machine Type	Quantity Required (Minimum)	Specification requirements for at least one machine
c.	CNC Wire Cut EDM	1 No.	X Axis - 250 mm Y axis - 250mm Least command input: ≤5 micron Accuracy in X & Y directions: : ≤10 microns
d.	CNC Turning Centre / CNC Lathe	1 No.	Swing over Bed: Dia. 600 mm x 3200 mm Spindle run out : ≤5 microns
e.	Conventional Lathe machine	3 Nos.	Swing over bed: Dia. 300 mm x 2000 mm Spindle run out: ≤10 microns
f.	Cylindrical Grinding machine	1 No.	Swing over bed: Dia. 300 mm x 2000 mm Spindle run out ≤5 microns
g.	Surface Grinder	1 No.	Table size: 1500 mm x 400 mm, Micro feed least count: ≤10 microns

Documents to be submitted by the sub-vendor in support of the above claim:
Self-certified copy of the sub-vendor along with calibration certificates/ proof of accuracies.

4. The sub-vendor shall have following minimum in- house measuring instruments:

Sr. No.	Instrument Type	Quantity Required (Minimum)	Minimum Specification requirements for at least one Instrument
a.	Surface Plate 2 x 2 meter size	2 Nos.	Flatness : ≤ 20 microns
b.	3 D coordinate Measuring machine (CMM)	1 No.	X-1000 mm, Y-600 mm., Z-300mm
c.	Digital Height Gauge to measure up to 300 mm	2 Nos.	Least count of 5 microns
d.	Bore Gauges to measure up to 450 mm	1 No.	Least count of 2 microns
e.	Bore Gauges to measure up to 300 mm	2 Nos.	Least count of 2 microns

Documents to be submitted by the sub-vendor in support of the above claim:
Self-certified copy of the sub-vendor along with calibration certificates/ proof of accuracies.

5. The sub-vendor shall have in-house NDT inspection facilities for Liquid Penetrant Testing, Magnetic Particle Testing, Ultrasonic Testing and availability of dark room for viewing Radiographs.

Documents to be submitted by the sub-vendor in support of the above claim:
Self-certified copy of the sub-vendor.

6. The sub-vendor shall have an in-house fabrication shop of total area at least 1000 m^2 with separate area for SS and CS, with facility for welding

   Documents to be submitted by the sub-vendor in support of the above claim:
   Self-certified copy of the sub-vendor

7. The sub-vendor shall have an in-house temperature controlled, closed room of at least 50 m2 area for inspection of components.

   Documents to be submitted by the sub-vendor in support of the above claim:
   Self-certified copy of the sub-vendor

8. The sub-vendor shall have an in-house temperature controlled, closed room of at least 200 m^2 area for assembly of precision components with minimum 2 Tonne material handling provision.

   Documents to be submitted by the sub-vendor in support of the above claim:
   Self-certified copy of the sub-vendor

9. The sub-vendor shall have well defined organizational structure consisting of the following minimum manpower who are on Company rolls:

S. No	Description	No. of personnel
a.	Graduate/Diploma Engineers in mechanical with minimum 3 years' experience	10
b.	QA persons for inspection & testing	5
c.	ISNT / ASNT Level II/III NDT Qualified Inspectors in UT	2*
d.	ISNT / ASNT Level II/III NDT Qualified Inspectors in RT	1*
e.	ISNT / ASNT Level II/IIINDT Qualified Inspectors in MPI	1*
f.	ISNT / ASNT Level II/III NDT Qualified Inspectors in LPE	2*
g.	Welders	10
h.	Machine Operators	25
i.	Fitters	10
j.	Assembly persons	10
k.	Procurement personnel with minimum 3 years' experience	3

   * One person can have qualification in more than one technique and can be counted for them accordingly.

   Documents to be submitted by the sub-vendor in support of the above claim:
   Self-certified copy of their present Organization Structure, in-house man power strength, their experience and valid qualification certificates for NDT.

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.
Notwithstanding anything stated above, BHEL/End customer/Owner reserves the right for physical assessment of the capabilities and capacity of the bidder/its supplier to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL/ End customer Owner.
Consideration of offer shall be subject to End customer/Owner's approval of bidder.
After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
The bidder shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable

	PRE - QUALIFYING REQUIREMENTS
PROJECT:	**4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP)**
PACKAGE:	**FUEL TRANSFER EQUIPMENT**

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	**84,68,00,000**

Rs.Eighty Four Crore Sixty Eight 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.

ANNEXURE-A to NIT

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION FOR FUEL TRANSFER EQUIPMENT

1) The price adjustment formula to be applied to the ex- works price-component of the supply items shall be as follows:

$$EC1 = EC\left(F + a.\frac{M1}{M0}f1 + b.\frac{N1}{N0}f2 + c.\frac{O1}{O0}f3 + d.\frac{P1}{P0}f4 + e.\frac{Q1}{Q0}f5 + lb.\frac{L1}{L0}flb\right)$$

Where,

EC1 = Adjusted ex-works/~~FOB~~ price-component of items /equipments.

EC = Basic ex-works/~~FOB~~ price-component of items /equipments.

M, N, O, P & Q = Corresponding published price indices of various materials.

lb = Co-efficient of labour content in the ex-works/ ~~FOB~~ cost of item/equipment.

L = Labour index.

F = Fixed portion of the ex-works/~~FOB~~ component of the items/equipments which will not be subject to any adjustment.

a, b, c, d & e = Coefficients of major materials involved in the ex-works/~~FOB~~ cost of the items/equipments. The band of these coefficients is given separately and the Bidders are required to select from the band the coefficients in such a way that the sum of all these coefficients, 'F'- Fixed portion and 'lb'- Labour coefficient shall add up to one.

Subscript '0' refers to indices/exchange rates as prevailing on the seventh day prior to the due date of submission of bid [Submission of both Part - I (Technical & Commercial except Price) and Part – II (Price Bid)]. For the purpose of exchange rate, if this day happens to be a holiday, the nearest previous working day shall be considered. The Contractor will submit authentic copies of relevant published indices as on this date applicable to the tender, along with his offer or any time before opening of Price bid.

Subscript '1' refers to the indices/ exchange rates as on:
a) 90 days prior to the date of dispatch for labour component, and The expiry of 2/3rd period from the date of purchase order to the date of dispatch, for material component.

For the purpose of this clause, the date of dispatch shall mean Contractual Milestone Date of dispatch as per SCC/Contract or actual date of dispatch, whichever is earlier. In case no Contractual Milestone Date of dispatch is mentioned for an item, Contractual Delivery Date (CDD) of the contract shall be taken as Contractual Milestone Date of dispatch for such items, for the purpose of this clause. For the purpose of exchange rate, if this day happens to be a holiday, the nearest previous working day shall be considered for this purpose.

Fixed, Material and Labour indices for the scope of work involved in Module are as follows:

Item	**Value of Coefficient**	**Source of Indices**
Fixed Portion (F)	0.15	----
Material Portion M: Mild Steel - Flat products	a = 0.13	Wholesale price index with Base 2011- 12=100 as published by Economic Advisor to Government of India, Ministry of Industry & Commerce.
Material Portion N: Stainless Steel – Semi finished	b = 0.27	
Material Portion O: Forgings of steel	c = 0.10	
Labour Portion L: Labour Index	lb=0.35	Consumer Price Index Numbers for Industrial workers with Base 2016=100 Published by Labour Bureau of Shimla ("All India Average" OR any specific place – **to be indicated by the bidder in the Online Bidding Form**)

2) The price adjustment on supply of Items and mandatory spares will be allowed with ceiling on DPU Price (excluding GST and all other indirect taxes) as per clause (3) below.

3) The price adjustment will be allowed up-to a ceiling of + 30% (thirty percent) of the total price component in INR. The price adjustment for individual Items shall be initially allowed up to ceiling of + 30% (thirty percent) value of the respective item for supply. Subsequently at the time of contract closure, Price adjustment of individual items will be allowed to such an extent that net price adjustment of all the items in INR does not exceed this 30% (thirty percent) ceiling of total Contract value and shall be payable/ recoverable accordingly. However, there shall be no limit on negative price adjustment

4) No adjustment of prices is allowed on tools, tackles and accessories, Engineering charges, Testing, charges, analysis charges etc. shown/payable separately.

5) 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.

6) Invoices containing Price adjustment shall be submitted by the Contractor once in a quarter and the same shall be paid by the Purchaser once in a quarter

7) Even if there is no price adjustment claim, the Contractor must submit all relevant data to prove that there is no downward variation. In any case, he must submit a declaration as follows;

   "It is certified that there has been no decrease in the price because of decrease in price adjustment indices in the price adjustment formula. In the event of any decrease of such indices that come to light later regarding the payment claimed by us, we shall promptly notify this to the purchaser, and we undertake to refund and agree to the Purchaser deducting any excess payment made to us in this regard, from our fi1ture payment due."

8) In case of dispatches which are delayed beyond Contractual Milestone Date of dispatch (as given in the Contract) for reasons attributable to the Purchaser, the price adjustment provisions shall continue to be applicable for an additional period equal to delay caused by the Purchase. This shall, however not deemed to be automatic extension of Contractual Milestone Date of dispatch.

9) In case of dispatches which are delayed beyond the Contractual Milestone Date of dispatch (as given in Contract) for reasons attributable to the Contractor or Force Majeure events, the provision of Price Adjustment shall be as per terms of PO, regulated on the basis of the indices as applicable as per PO terms on the original Contractual Milestone Date of dispatch or the indices as applicable as per PO terms on the actual delivery date, whichever is lower.

10) In case dispatches are delayed beyond the Contractual Milestone Date of dispatch (as given in the Contract) and the total delayed period can be apportioned between delays due to the Purchaser, the Contractor and / or Force Majeure events, Price adjustments for the period of delay caused by the Purchaser will be allowed considering as if this delay due to the Purchaser happened first, immediately after Contractual Milestone Date, irrespective of actual point in time in which such delay by Purchaser occurs.

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.

ANNEXURE-C to NIT

DELIVERY MILESTONES

Detailed Delivery Milestones of the Fuel Transfer equipment, along with additional subassemblies/components shall be as indicated in the following table:

S. No	Equipment	Applicable Drawing No.	Time in months from date of PO	
			FIRST UNIT	SECOND UNIT
1.	New Fuel Bundle Lifting Tool Assemblies	GHAVP-1&2/35121/2001/GA	30	-
2.	New Fuel Bundle Loading Trough Assembly, except Hydraulic cylinder, item no. 18	GHAVP-1&2/35211/2001/GA	36	48
3.	New Fuel Port Assembly	GHAVP-1&2/35212/3003/GA	30	42
4.	Fuel Transfer Port assembly, except Ball Valve item no.19 & Electrically operated Ball Valve item no. 21	GHAVP-1/35212/3001/GA	30	-
5.	Fuel Transfer Port assembly, except Ball Valve item no.19 & Electrically operated Ball Valve item no. 21	GHAVP-2/35212/3001/GA	-	42
6.	Spent Fuel Discharge Port Assembly, except Ball Valves item nos. 23, 24 and Bellow assembly item no. 21	KAIGA-5/35212/3002/GA	30	-
7.	Spent Fuel Discharge Port Assembly, except Ball Valves item nos. 23, 24 and Bellow assembly item no. 21	KAIGA-6/35212/3002/GA	-	42
8.	New Fuel Magazine Assembly	GHAVP-1/35211/2030/GA	36	-
9.	New Fuel Magazine Assembly	GHAVP-2/35211/2030/GA	-	48
10.	Mobile Transfer Machine Assembly (along with associated process components and in Tubed & Wired condition), except Ball Valve item no. 14 and Hydraulic cylinder, item no. 15	GHAVP-1/35212/2001/GA	42	-
11.	Mobile Transfer Machine Assembly (along with associated process components and in Tubed & Wired condition), except Ball Valve item no. 14 and Hydraulic cylinder, item no. 15	GHAVP-2/35212/2001/GA	-	54
12.	Tray Loading Machine Assembly	GHAVP-1/35213/2101/GA	40	-
13.	Tray Loading Machine Assembly	GHAVP-2/35213/2101/GA	-	52
14.	Loading Trough Cylinder Assembly	GHAVP-1&2/35214/2001/GA	30	42

S. No	Equipment	Applicable Drawing No.	Time in months from date of PO	
			FIRST UNIT	SECOND UNIT
15.	NFM To MTM Telescopic Cylinder Assembly	GHAVP-1&2/35214/2025/GA	30	42
16.	NFM To MTM Telescopic Cylinder Assembly, except the support Components, item nos. 45 through 49	GHAVP-1&2/35214/2025/GA	30	-
17.	MTM Telescopic Cylinder Assembly	GHAVP-1&2/35214/2050/GA	30	36
18.	TLB Shielding Gate Locking Cylinder Assy.	GHAVP-1&2/35214/2070/GA	30	42
19.	TLB To SFSB Telescopic Cylinder Assembly	GHAVP-1&2/35214/2076/GA	30	42
20.	TLB To SFSB Telescopic Cylinder Assembly, except the support Components, item nos. 20, 23, 45 through 47	GHAVP-1&2/35214/2076/GA	30	-
21.	Bung Cylinder Assembly (Telescopic)	GHAVP-1&2/35214/2120/GA	30	42
22.	Bung Cylinder Assembly (Telescopic), except the support Components item nos. 1, 20, 21, 45, 46 and 47	GHAVP-1&2/35214/2120/GA	30	-
23.	TLB Gate Telescopic Cylinder Assembly	GHAVP-1&2/35214/2105/GA	30	42
24.	Cylinder Assembly (TLB Shielding cum Sealing Gate Operation)	GHAVP-1&2/35214/2150/GA	30	-
25.	TLM to MTM telescopic Tool Cylinder Assembly	GHAVP-1&2/35215/2025/GA	36	-
26.	Ball Valve Assemblies	GHAVP-1&2/35213/2001/GA	30	42
27.	Ball Valve Assemblies (Without Body Liner)	GHAVP-1&2/35213/2004/GA	30	42
28.	Ball Valve Assemblies (Discharge Port)	GHAVP-1&2/35213/2002/GA	30	42
29.	Spent Fuel Building Shutter Assembly	GHAVP-1/35362/2001/GA	30	-
30.	Spent Fuel Building Shutter Assembly	GHAVP-2/35362/2001/GA	-	42
31.	Spent Fuel Bundle Canning Assembly, except Can item no. 7 and Cap item no. 13	GHAVP-1&2/35351/2001/GA	36	48
32.	Spent Fuel Bundle Sniffing Assembly	GHAVP-1&2/35341/2001/GA	36	48
33.	Spent Fuel Bundle Inspection Table Assembly	GHAVP-1/35341/2011/GA	36	-

S. No	Equipment	Applicable Drawing No.	Time in months from date of PO	
			FIRST UNIT	SECOND UNIT
34.	Spent Fuel Bundle Inspection Table Assembly	GHAVP-2/35341/2011/GA	-	48
35.	TLB Shielding Cum Sealing Gate Assembly, except cylinders item nos.86, 99 and 100	GHAVP-1/35311/2130/GA	38	-
36.	TLB Shielding Cum Sealing Gate Assembly, except cylinders item nos.86, 99 and 100	GHAVP-2/35311/2130/GA	-	50
37.	Sealing Gate Assembly	GHAVP-1&2/35311/2050/GA	36	48
38.	Spent Fuel Bundle Storage Tray Assembly (including 5 nos. of sample trays)	GHAVP-1&2/35360/2001/GA	42	54
39.	Spent Fuel Canned Bundle Tray Assembly	GHAVP-1&2/35360/2010/DD	42	-
40.	Sniffed Fuel Bundle Storage Tray	GHAVP-1&2/35360/2008/DD	42	-
41.	Cage (for Spent Fuel Storage Trays)	GHAVP-1&2/35360/2007/DD	42	54
42.	Can	GHAVP-1&2/35351/2008/DD	36	48
43.	Cap	GHAVP-1&2/35351/2008/DD	36	48
	MISCELLANEOUS EQUIPMENT / SUB-ASSEMBLIES / COMPONENTS			
44.	Rehearsal & Emergency Storage Facility loose components, except coolant channel assembly components 1 through 4, 8 through 19, 21, 23, 28, 29, 32 through 35	GHAVP-1&2/35234/2021/GA	24	36
45.	Auxiliary Trolley Assembly	GHAVP-1/35215/2005/GA	42	-
46.	Auxiliary Trolley Assembly	GHAVP-2/35215/2005/GA	-	54
47.	Shielding Arrangement for FTE EPs (For off-Normal Operations)	GHAVP-1/35210/2011/GA	36	-
48.	Shielding Arrangement of FTE EPs (For off-Normal Operations)	GHAVP-2/35210/2011/GA	-	48
49.	SFDP Seal Plate Subassembly (FT Room)	GHAVP-1&2/35212/3101/GA	30	42
50.	SFDP Shielding Subassembly (FT Room), except lead bricks item no. 8	GHAVP-1&2/35212/3102/GA	30	42
51.	Sealing Cover Platform Assembly	GHAVP-1&2/35311/2121/GA	36	48
52.	Dimensional Inspection gauge for Storage Tray	GHAVP-1&2/35215/2045/GA	36	-

S. No	Equipment	Applicable Drawing No.	Time in months from date of PO	
			FIRST UNIT	SECOND UNIT
53.	Ball Valve cranking tool	GHAVP-1&2/35215/2034/DD	30	-
54.	TLB Ball Valve cranking tool	GHAVP-1&2/35215/2035/DD	30	-
55.	Locating Pin for Tray Carrier	GHAVP-1&2/35215/2004/DD	36	48
56.	Handling Tool (for Locating Pin)	GHAVP-1&2/35215/2044/DD	30	-
57.	Seal Plate Lifting tool assembly (for TLB Gate)	GHAVP-1&2/35311/2395/GA	36	-
58.	Spent Fuel Storage Tray Lifting Tool Assembly (for TLB)	GHAVP-1&2/35311/2261/GA	30	42
59.	Spent Fuel Storage Tray Lifting Tool Assembly (for SFSB)	GHAVP-1&2/35311/2275/GA		
60.	Sealing Cover/Tray Lifting Tool Assembly	GHAVP-1&2/35311/2271/GA		
61.	Spent Fuel Cage Lifting Tool Assembly	GHAVP-1&2/35361/2001/GA		
62.	Spent Fuel Bundle Lifting Tool Assemblies	GHAVP-1&2/35311/2001/GA		
63.	Spent Fuel Can Lifting Tool Assemblies	GHAVP-1&2/35311/2025/GA		
64.	Spent Fuel Pencil Lifting Tool Assy. (for TLB)	GHAVP-1&2/35361/2011/GA		
65.	Spent Fuel Pencil Lifting Tool Assy. (for SFSB)	GHAVP-1&2/35361/2021/GA		
66.	Hydraulic Cylinder Lifting Tool Assy. (for TLB)	GHAVP-1&2/35215/2040/GA	36	48
67.	Wall mounting arrangement for Bay Tools (for SFSB)	GHAVP-1&2/35311/2280/GA	30	42
68.	Wall mounting arrangement for Bay Tools (for TLB)	GHAVP-1&2/35311/2295/GA	30	42
69.	Staircase for TLB (between EL 103000 and 96500 floors)	GHAVP-1/35310/2010/GA	30	-
70.	Staircase for TLB (between EL 103000 and 96500 floors)	GHAVP-2/35310/2010/GA	-	42
71.	Dummy Fuel Bundle	GHAVP-1&2/35215/2001/DD	30	-
72.	Alignment Plug	GHAVP-1&2/35215/2002/DD	30	-
73.	Stopper-1 (for Canning)	GHAVP-1&2/35215/2036/DD	30	-
74.	Can & Cap Installation Tool	GHAVP-1&2/35215/2037/DD		
75.	Stopper-2 (for Canning)	GHAVP-1&2/35215/2038/DD		
76.	Additional subassemblies / components for Equipment, MTM Process items and FTE Control items	As indicated in Annexure-4B, 4C & 4D of Section C	40	-

TENDER NO. 77/26/6177/AMI dated 17.10.2026

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. 77/26/6177/AMI dated 17.10.2026) 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 Fuel Transfer Equipment 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:		
Name:	Amit Kumar	
Designation:	Sr. Manager/PEM BOP/BHEL	
Date:		
Place:	Noida	

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=aa115ad83d3bc36f68795cb02e5e1298552898c2bf21c8ae7240da23174fa24e, pseudonym=78c3e1bd32dde065aa01004630e32ce3, 2.5.4.20=eba276bf849a5dc2e0b64eeb43d060f7c457dffb767a6148f84c6bdfa96cca1e, email=AMITKUM@BHEL.IN, cn=AMIT KUMAR
Date: 2026.10.17 14:17:04 +05'30'

TENDER NO. 77/26/6177/AMI dated 17.10.2026

DESCRIPTION: PRE-BID TIE-UP/ MoU FOR FUEL TRANSFER EQUIPMENT FOR 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP).

MEMORANDUM OF UNDERSTANDING (MoU)

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

BETWEEN

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

AND

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

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

WHEREAS:

A. Anushakti Vidhyut Nigam Limited ("ASHVINI") has invited bids for 4X700 MWe ASHVINI MAHI BANSWARA UNIT 1-4 (NIMEP) (hereinafter referred to as "**Project**"), which includes the scope for Supply part, Services part and Engineering for Fuel Transfer Equipment Package (hereinafter referred to as "**Package**")

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

C. BHEL floated a pre - bid tender enquiry bearing reference no. (the **"BHEL Tender**") to invite offers for the Package.

D. The Contractor submitted its offer for the Package (the "Contractor Offer").

E. Following techno-commercial evaluation of offers and opening of price bids, the Contractor has emerged as the lowest bidder for the Package at a lump-sum offered price of Rs. _____(Rupees _____only) (the "MoU Price").

F. The Contractor has agreed to associate exclusively with BHEL as sub-contractor for the Package on the terms of this MoU and has agreed not to bid directly in the Project for the Package or associate with or support any other bidder, bidding for the Project, directly, indirectly or through any of its subsidiary, holding company, affiliate, partnership firm or in any other manner.

G. In the event the Project is awarded to BHEL, and subject to ASHVINI's approval of the Contractor where required, BHEL may issue a Letter of Award/ Purchase Order and/or enter a separate Contract Agreement with the Contractor for carrying out the Package as a sub-contractor of BHEL.

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

1. PURPOSE OF THE MoU:

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

1.1. Entering into pre-bid tie up for the Package

1.2. Submitting detailed proposal by BHEL to ASHVINI for the Package.

1.3. To specify the rights and obligations of each Party in relation to the pre-bid tie-up for the Package, till the issue of Letter of Award/Purchase Order to the Contractor by BHEL, if the Project is awarded by ASHVINI to BHEL.

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

2. PRINCIPLES OF AGREEMENT:

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

2.2. Award of the Package to the Contractor by BHEL shall be subject to the approval of the Contractor by ASHVINI.

2.3. Nothing in this MoU shall be construed as creating a partnership, joint venture, consortium, agency or fiduciary relationship between the Parties. Neither Party shall have any authority to bind the other Party or to contract, incur liability or make any representation, warranty or commitment on behalf of the other Party, except to the extent expressly authorised in writing under this MoU.

2.4. There shall be no sharing of profit or losses between the Parties, Each Party shall be solely entitled to profits arising from its own performance and shall solely bear

its own losses, costs, liabilities and expenses, except as otherwise expressly provided in this MoU. The relationship between the Parties is at arm's length, temporary and limited to the purpose of this MoU. Nothing in this MoU creates or requires any continuing relationship or commitment between the Parties, except as expressly provided herein.

2.5. In the event that the Project is awarded to BHEL by ASHVINI, and subject to ASHVINI's approval of the Contractor where required, BHEL may issue a Letter of Award/ Purchase Order and/ or enter into a separate Contract Agreement with the Contractor for the Package. Upon such issue or execution, the Parties shall carry out the Package in accordance with their respective scopes and the applicable General, Special and other Conditions forming part of the BHEL Tender.

2.6. The Contractor agrees that at the time of entering into this MoU, it has understood all the terms and conditions of BHEL Tender including all relevant technical specifications, corrigenda, addenda, written clarifications, etc issued till date. Any claim, financial and/ or commercial implications arising out of ignorance of any terms and conditions of BHEL Tender on any grounds whatsoever, shall not be accepted by BHEL later on and BHEL's decision shall be final in this regard.

3. SCOPE OF WORK:

3.1. The scope of work will be as detailed in Tender no 77/26/6177/AMI dated 17.10.2026.

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

4. VARIATION IN PRICING AND ALTERATION IN TERMS & CONDITIONS

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

4.2. No revision to MoU Price or agreed terms shall be permitted on account of Contractor's ignorance, omission, negligence, error, misinterpretation or failure to

examine technical specifications and/ or tender terms and conditions on the part of the Contractor.

5. PERFORMANCE OF CONTRACT: LIABILITIES OF THE PARTIES

5.1. BHEL shall have no liability to the Contractor for any loss of business opportunity, including but not limited to any direct, indirect, special or consequential loss or damages of any kind whatsoever because of the Project not being awarded to BHEL, cancellation of Project, suspension of Project or for any other reason whatsoever.

5.2. The Contractor shall remain liable for due performance of all obligations undertaken by it under this MoU, including its obligations relating to MoU Price, exclusivity, tender support, confidentiality, Bid Bond, compliance and ethics and for all losses, costs and consequences suffered or incurred by BHEL as a result of the Contractor's breach of its obligations under this MoU.

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

7. INDEMNITY

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

7.1. A breach of this MoU, the BHEL Tender or the Contractor Offer or

7.2. Any default in the performance of any of the covenants or agreements in this MoU.

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

8. TIME PERIOD

8.1. This MoU shall continue to remain valid until the earlier of (a) issuance of Letter of Award ("LOA") or Purchase Order ("PO") by BHEL to the Contractor, or execution of a separate Contract Agreement between BHEL and the Contractor for the Package; (b) expiry of 18 months from the date of signing of this MoU, or (c) such extended period as may be mutually agreed in writing. The LOA/PO issued to the Contractor or the Contract Agreement entered into between the Parties, as applicable, shall supersede this MoU; provided that such supersession shall not affect any right, remedy, liability or obligation accrued prior to such supersession or any provision which expressly survives under this MoU.

9. PRE-BID GUARANTEE/ BID BOND

9.1. The Contractor shall furnish a Bid Bond for an amount equal to 1% (One Percent) of the MoU Price within 30 days of signing of this MoU.

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

9.3. The Contractor shall keep the Bank Guarantee/ Security Deposit furnished as Bid Bond valid until expiry of the validity period of the MoU including any extension thereof.

10. ASSIGNMENT

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

11. TERMINATION OF MoU:

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

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

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

12. NOTICE

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

If sent to BHEL:

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

If sent to Contractor:

<Full legal name and address of the Contractor>

13. WAIVER

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

14. GOVERNING LAW AND DISPUTE RESOLUTION :

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

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

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

15. COMPLIANCE AND ETHICS

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

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

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

15.4. A material violation by a Party of any of the obligations contained in clause 15.1 or 15.2 above may be considered by the other Party to be a material breach of this MoU and shall entitle the other Party to terminate this MoU with immediate effect and without prejudice to any further right or remedies on the part of such Party under this MoU or applicable law. The violating Party shall indemnify the other Party for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this MoU.

16. SEVERABILITY

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

17. COUNTERPARTS AND AUTHORITY

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

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

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

.

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).