



**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Govt. of India Undertaking)**

Materials Management Deptt, JHANSI – 284120

**NIT No. E96260011**

Phone : 0510-2770001-2513

Email: Kunal@bhel.in

**Special Terms and Conditions for Supply of Complete Material Kit for RBMV, its  
Assembly, Installation, Testing, Commissioning along with Consultancy for its  
Design and Engineering support**

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**Schedule- I**

**Quantity covered in NIT**

Item no.	Item Description	Quantity (Set)	Delivery requirement
1	Supply of Complete material Kit for RBMV and its Assembly, Installation, Testing, & Commissioning as per BHEL Spec LME/PUR/371 Rev-01 (Part-A)	10 SET	1 Set. -15.11.26 1 Set -15.02.27 1 Set. 15.03.27 1 Set -15.04.27 1 Set.-15.05.27 2 Set.-15.06.27 3 Set.- 15.07.27
2	Engagement of Design Consultant for Design and Engineering support for RBMV project as per BHEL Spec LME/PUR/371 Rev-01 (Part-B)	1 SET	30.09.26

**Note -** Rate should be quoted separately for above items and Offer will be evaluated on package basis i.e overall L1 basis for Item # 1 and Item # 2. Order will be placed on a Single vendor for both the above Items.



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**Schedule- II**

**PRE-QUALIFYING REQUIREMENTS**

**The bidder must meet the following pre-qualification requirement supported with relevant documents/ credentials/ certificates for further consideration:**

1. The bidder shall be regular designer & manufacturer who had designed, manufactured and supplied at least 2 nos. of self-propelled Track Machines like, RBMV, UTV etc. or self-propelled rolling stock (such as Diesel Locomotives) equipped with hydraulic transmission (hydrostatic/hydrodynamic).

or

The bidder shall be designer who has designed at least 2 nos. of self-propelled track machines like RBMV, UTV or self-propelled rolling stock (such as Diesel Locomotives) with hydraulic transmission hydrostatic/hydrodynamic), wherein the machines designed by the bidder and manufactured by other agency (with whom they have Tie up/MOU for this Enquiry) have demonstrated satisfactory performance in service.

**2. The self-propelled vehicle indicated in above clause shall have been**

- I. In successful operation for a minimum period of three (03) years from the date of issue of Enquiry  
and
- II. Manufactured & supplied during the last seven (7) years preceding from the date of issue of Enquiry. The date of supply shall be the reference date for the same.

3. The bidder shall have adequate manufacturing facilities (**as per clause -6**) for production of major sub-assemblies such as underframe, bogie frame, other critical assemblies and shall be capable of supplying these in Semi Knocked Down (SKD) condition. The bidder must also possess requisite quality and welding certifications, including ISO-9001 and EN-15085, to meet the stipulated manufacturing and quality requirements. Documentary Evidence for facilities as well as quality & welding certificates is to be provided.

In case the bidder is primarily engaged in design activities and does not possess in-house manufacturing facilities, they may collaborate with qualified manufacturing partners having the necessary certifications (EN-15085 & ISO-9001) & manufacturing facilities (**as per clause -6**) to fulfil the contract requirements. However, overall responsibility for design integrity, performance, and compliance with tender requirements shall remain with the bidder. Bidder to furnish the



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MOU/tie-up certificate to establish the collaboration with the qualified manufacturer with whom they qualify for Point No.1.

**Note: -**

- a) In case of a Consortium/Joint Venture, the combined Technical and Financial Capacity of members along with their respective Associates, unless otherwise stated separately in the Enquiry, should satisfy the above conditions of eligibility.
  - b) In case the bidder is quoting using the credentials of principal or subsidiary/associate/group company (different from the bidder), then documents establishing relationship also need to be submitted along with the credential documents
  - c) In case the bidder does not possess EN-15085 welding certification at the bidding stage, the bidder shall obtain the EN-15085 certification prior to commencement of manufacturing. For this purpose, the bidder shall submit documentary evidence of engagement with a consultant or an approved Manufacturer Certification Body (MCB) for initiating the certification process.
4. Any entity which has been barred by the Central/ State Government or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium/Joint Venture.
  5. The Bidders should necessarily have functional office in India and vendor should comply for value addition as per Make In India Guidelines. Order will be placed on Indian vendor in INR only.
  6. The vendor shall have following manufacturing facilities at their works for manufacturing the sub-assemblies:
    - a. The firm shall have crane of capacity 20 ton (or 2 nos. 10 ton can be worked in tandem) & material Handling equipment (Fork lifters/ trolley etc)
    - b. The firm shall have adequate fabrication & machining facilities that includes but not limited to lathe/milling machine & level bed structure facility for underframe manufacturing.
    - c. The vendor shall have flame cutting or plasma and Laser profile cutting machine of suitable capacity.
    - d. The vendor shall have painting facility in house (closed chamber).
    - e. The vendor shall have suitable MIG welding set (400A or more) & suitable shielding media.
    - f. The Vendor shall have an in-house hydraulic test bench facility for testing and validation of hydraulic systems.

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7. Supplier to furnish the copy of Balance Sheets including Profit & Loss statement of last three years, ending 31st March-2025 audited by CA. In case Balance sheet for the last financial year (FY-25-26) is not yet audited, the unaudited balance sheet of the last financial year can be enclosed along with certificate of CA.

8. The Net worth of the bidder should be positive. Supplier to furnish the copy of balance sheet of last three years as documentary proof.

**9. Documents to be submitted for verification of technical eligibility criteria**

- Purchase Order / Work order copies
- Acknowledgment/confirmation of satisfactory **performance** from the clients. Any details required to verify such documents need to be provided by bidder to BHEL as per the requirement.
- Details of Manufacturing Facilities available for carrying out assemblies as per contract.
- Copy of Quality Certification (ISO:9001) and Welding Certification (as per EN:15085)
- Copy of Balance sheet of last three Financial years (2024-25, 2023-24, 2022-23).
- Copy of Profit & loss statement of last three Financial years (2024-25, 2023-24, 2022-23).

Document proof substantiating the functional office address viz. local business registration, Rent / Lease agreement, Ownership address etc

10. **Any entity who has secured order for supply of Rail Borne Maintenance Vehicle against the same tender of Railway Board TM-2303 for which this NIT has been called, such entity shall not be eligible to participate in this Enquiry and their response shall not be considered.**

**Note:**

- a. The vendor shall furnish detailed conformance/compliance against each facility specified above in Point No.6, along with the corresponding rating/specification and photographs of each facility.
- b. BHEL reserves the right to inspect the vendor's works/facilities, if deemed necessary, for verification of the submitted infrastructure and facilities



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### **Schedule- III**

#### **INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. This Tender Enquiry is being published in two-part bidding on BHEL e-Procurement (NIC) Portal (<https://eprocurebhel.co.in/>)
2. The offers against the enquiry shall be uploaded in two parts in corresponding covers as detail under.

#### **Part – A : Techno-commercial Bid**

#### **Part – B : Price Bid (BOQ)**

- Part – A should contain Duly filled & signed NIT Document along with any other technical/ commercial document except 'Price Bid'.

**Bidder shall submit Part - A (Techno-commercially bid) & Price Bid (BOQ) of their offers on BHEL NIC Portal only. Offers received in any other mode/ medium shall be treated as 'UNSOLICITED TENDER' and will not be considered.**

3. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, copy of these very pages are to be used. The tenderer is also required to sign and stamp each and every page of the tender document clearly bring out deviations, if any.
4. Part - A of the bid alone shall be opened online on BHEL NIC Portal on defined due date. This part of the bid shall be examined in detail. Part – B (Price bid) shall be opened only for such of the tenderers whose Techno-Commercial offers are found acceptable by BHEL. Such tenderers shall be notified the date and time of opening of Part - B i.e. price part of their bids.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters. Tenderers must carefully go through all the instructions and conditions before filling in Part – B (Price Bid). Any type of mistake in submission of the bids will make the tenderer liable for rejection.
6. It must be clearly understood that the orders released against this tender enquiry shall be governed by the General terms & conditions of the contract. No deviation from these conditions is permitted.
7. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.



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### Schedule- IV

#### COMMERCIAL TERMS & CONDITIONS

1. **BID Security/ Earnest Money deposit (EMD):** Vendor has to submit an EMD of Rs.40,00,000/- (Rs. Forty lakhs only) at the time of submission of Bid except Micro and Small Enterprises (MSE). In absence of same, Bid will not be considered for evaluation.
  - a) EMD may be accepted only in the following forms:
    - (i) Electronic Fund Transfer credited in BHEL account (before tender opening)  
BHEL account details: Bank Name: - SBI; A/c No.:- 10670828866; IFSC Code:- SBIN0003807; A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED
    - (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
    - (iii) Fixed Deposit Receipt (FDR) 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).
    - (iv) Bank Guarantee from any of the Schedule Banks (Format of BG enclosed as **Schedule -X**)
    - (v) Insurance Surety Bonds
  - b) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
  - c) EMD shall not carry any interest.
  - d) EMD shall be refunded for unsuccessful bidders.
  - e) **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/Security Deposit (SD) 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" and forfeited/ released based on the action as determined under these guidelines.

#### 2. **Warrantee:**

2.1 The firm shall ensure that system supplied including all parts, components etc. used is free from defects and faults in design, material, and workmanship and shall be of the highest quality and in conformity with the contract specifications.

2.2 The warrantee of the system **shall be for 24 months. Warranty period will be reckoned from the date of commencement of operation after commissioning in Zonal Railway or 3 months after commissioning certificate issued by INDIAN RAILWAYS, whichever is earlier.**

The complaints/issues regarding warranty, raised before the completion of 24 months shall be covered under warranty, even after completion of 24 months. Warranty period shall be extended for the period of idling or breakdown (during warranty period) on supplier account. The warranty of machine also includes warranty of engine(s).

2.3 The firm, on its own, shall supply and keep sufficient spare parts required to maintain and keep the system operational during warranty period to minimize system down time. The list of such spare parts shall be provided along with the offer.



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2.4 The firm shall be required to supply and install free of cost all the equipment, components, PCB cards, ICs, cables, transducers, connectors and spares which may fail, malfunction, become defective or required for uninterrupted working of RBMV during the currency of Warrantee Period including required consumables like stationary, cartridges & lubricant oil for DG sets. The firm shall also keep adequate stock of such components, spares, LRU's (Least Replaceable Units) which are critical and may require repairs/replacement from time to time for ensuring un-interrupted working of the System during the Warranty Period. List of such components, spares, LRU's, proposed to be stored by the firm during warranty period shall also be furnished along with their minimum number required by the tenderer in his offer.

2.5 The firm shall provide at his own expenses the services of competent service engineers during the warrantee period as and when required. The system shall be attended by the service engineer within 3 days of communication of failure (excluding the date of communication). Attending the system means firm's engineer should inspect the system at site or remotely along with railway representative as the case may be.

2.6 Penalty of 0.5 % per week or a part thereof of the value of the system under break-down will be levied for delay in response time for attending the rectification beyond specified time during the warranty period.

2.7 Penalty of 0.5 % per week or a part thereof of the value of the system under break-down per additional day or part thereof shall be levied for the down time of the system beyond 15 days in a quarter.

**Imp. Note:** If the machine remains in breakdown during the warranty period, the original warranty period will be extended by the duration of breakdown. Further, any failure to timely comply with warranty obligations or instances of unsatisfactory performance by the contractor during this period may be considered in the evaluation of their offer in future tenders, in which they participate. The Technical requirements will be as per BHEL Spec LME/PUR/371 Rev-01 (Part-A) & Part-B.

### 3. Taxes and Duties:

Rates shall be quoted duly considering the ITC credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL. Taxes & Duties shall be extra as applicable on the date of actual delivery.

### 4. Payment Terms:

#### For Enquiry It # 01 is as given below:

a. **80 %** payment with 100% Taxes & duties after 90 days (for non-MSE manufacturer) / 45 days (for MSE manufacturer) of supply of complete Material Kit, assembly, successful testing of RBMV at BHEL Jhansi & dispatch clearance from Indian Railways (End Customer of BHEL).

b. Balance **20%** payment after acceptance on successful Commissioning/ Trial of RBMV at Indian Railway site or Successful Oscillation trial whichever is later against submission of Performance Bank Guarantee (Warrantee BG) of 10% of contract value (including Taxes & duties) valid upto Warrantee period as per Clause-2 of Schedule-IV plus 90 days. Oscillation trial will be conducted only on one set of RBMV.

#### For Enquiry It # 02 is as given below:

a. **80 %** payment with 100% Taxes & duties after 90 days (for non-MSE manufacturer) / 45 days (for MSE manufacturer) of completion and Handing over of design documents to BHEL and dispatch clearance of 1<sup>st</sup> set of RBMV from Indian Railways (End Customer of BHEL).

b. Balance 20% payment after successful Oscillation trial of RBMV against submission of Performance Bank Guarantee (Warrantee BG) of 10% of contract value (including Taxes & duties) valid upto Warrantee



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period as per Clause-2 of Schedule-IV plus 90 days of 1<sup>st</sup> Set of RBMV. Oscillation trial will be conducted on one set of RBMV only.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ (RBI Repo rate (as on date of Part I bid opening) + 4% per annum) for the purpose of bid evaluation.

**5. Delivery Terms:**

Prices are to be quoted on FOR BHEL Jhansi basis i.e Price will include Freight and Insurance charges upto BHEL Jhansi.

**6. Price Validity:** Validity of prices should be minimum 120 days from Tender opening date.

**7. Security Deposit (SD) / Contract Execution Bank Guarantee (CEBG):** 5% of contract value including Taxes and Duties (to be submitted within 30 days from the date of letter of Intent/ PO) with validity up to the date of Successful Commissioning of 10<sup>th</sup> set (Last set of supply) of RBMV at Indian Railways site plus 6 months.

EMD of the successful bidder may be adjusted towards the required amount of Security Deposit.

BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents submitted for SD or in any other matter connected therewith.

**Modes of deposit for SD/ CEBG is as under:**

- A. Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand draft/ Electronic Fund Transfer in favour of BHEL.
- B. Bank Guarantee from any Scheduled Bank/ Public financial Institutions as defined in Companies Act. The Bank Guarantee format should as per **Schedule -XI**.
- C. Fixed Deposit receipt issued by Scheduled Banks/ Public Financial Institutions as defined in 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

**8. Performance Bank Guarantee (PBG) or Warrantee BG:** Performance Bank Guarantee (PBG) of 10% of contract value (including taxes and duties) valid for warranty period plus 90 days as per clause 2 of Schedule-IV. This warrantee BG can be submitted for each RBMV separately.

**Modes of deposit for PBG/ Warranty BG is as under:**

- A. Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand draft/ Electronic Fund Transfer in favour of BHEL.



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- B. Bank Guarantee from any Scheduled Bank/ Public financial Institutions as defined in Companies Act. The Bank Guarantee format should as per **Schedule -XII**.
- C. Fixed Deposit receipt issued by Scheduled Banks/ Public Financial Institutions as defined in 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
9. **Reverse Auction:** BHEL shall be resorting to reverse auction (RA) for this tender (Guidelines as available on www.bhel.com). RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in the reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

### 10. Price Variation Clause (PVC):

Price variation will be payable only on the Item No.1 of NIT i.e. for the supply of Material Kit for RBMV. The variation being calculated up to third month prior to the delivery date of the vehicle of each RBMV. The variation will be calculated only up to 3rd month prior to the date of the successful inspection and Dispatch clearance from Indian Railways of the RBMV. The negative variation in the prices shall also become applicable in payments due to the firm.

#### PRICE VARIATION FORMULA:

$$P = P_o \times \{ 15 + (50 \times A1/A2) + (35 \times B1/B2) \} / 100$$

Where

P = UPDATED Price of Item # 1 i.e Material Kit for RBMV (Escalated or De-escalated)

P<sub>o</sub> = Price of material Kit of RBMV as per the PO.

A1 = Wholesale price index number 1.3.20.2 for Railway Locomotives and Rolling stock as per table — Wholesale Price Index (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin for the third (3) month preceding the month of delivery of the machine (s).

A2 = Wholesale price index number 1.3.20.2 for Railway locomotives and Rolling stock as per table — Wholesale Price Index (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin for the month preceding the opening of tender.

B1 = Consumer Price Index Number for Industrial Workers for capital town of the state where the firm is located and Delhi for National Capital Region as per presently Table No. 112/6/2013- CPI for Industrial Workers (Base: 2016=100) published by Government of India, Ministry of Labour & Employment, Labour Bureau for the third (3) month preceding the month of delivery of the machine (s).

B2 = Consumer Price Index Number for Industrial Workers for capital town of the state where the firm is located and Delhi for National Capital Region as per presently Table No. 112/6/2013- CPI for Industrial



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Workers (Base: 2016=100) published by Government of India, Ministry of Labour & Employment, Labour Bureau for the month preceding the opening of tender.

Note:

- a. **The maximum payable Price variation shall not exceed +15% of the Contract price.**
  - b. PVC claims will be restricted for that particular quantity of supply, required to be completed in that period as indicated in the delivery period, irrespective of whether the supply has been made subsequently within the overall delivery schedule.
  - c. Exchange Rate Variation: As the prices are to be quoted in Indian Rupee, Foreign exchange fluctuations have to be borne by the contractor on its own.
  - d. Price variation amount will be calculated as per Contractual delivery and Actual delivery both but Price variation amount will be paid whichever amount is less in case of actual delivery is different from contractual delivery.
11. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase policy & Government guidelines.
  12. In all cases of disputes, the matter shall be referred for arbitration. The Arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd. Jhansi or any other officer nominated by him. The award of Arbitrator shall be final and binding on both the parties.
  13. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.
  14. **LD Clause:** Failure to supply by the time specified as per the quoted delivery period will make the supplier liable to pay unconditional penalty of 0.5% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed supply value unless mutually agreed otherwise. In case of non-acceptance of BHEL LD clause, the suitable loading up to 10% shall be done on suppliers quoted rate to arrive at L-1 status.
  15. **Compliance to MAKE IN INDIA circular issued by Government of India:**  
Public Procurement (Preference to Make in India) (PPP-MII):  
Vendor to comply PPP-MII Policy. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India) Order 2017 dated 19.07.2024 issued by DPIIT., in case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Vendors shall have to declare following details in their offer-
    - (a) percentage of local content
    - (b) details of location(s) of local value addition
    - (c) Local content in item if any raw material purchasing or manufacturing is being done outside India.

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(d) Vendor has to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing Cost Accountant or from a practicing CA (in respect of suppliers other than companies) giving the percentage for Local Content in cases of procurement for a value in excess of Rs. 10 Cr.

16. **Packing:** Proper packing is to be done so that no damage is observed in transportation for material Kit for RBMV.
17. Order will be placed on Indian Vendor only in INR.
18. General Terms & Conditions (Annexure -A) is to read as a part of tender document.
19. **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 are requested to follow the below escalation process for grievance resolution:
  - a. 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.
  - b. 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.
20. Bank Guarantee should be from List of Consortium Banks as given on next page only.

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<b>List of Consortium Banks</b>	
<b>SI No</b>	<b>Name of Bank</b>
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Indian Overseas Bank
16	Kotak Mahindra Bank Limited
17	Federal Bank Limited
18	HSBC
19	South Indian Bank
20	Bank of India



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**Schedule- V**

**TECHNO COMMERCIAL BID (MANADATORY SHEET)**

(Supplier should fill up this bid by putting the tick in column)

**SUPPLIER'S NAME & ADDRESS:-**

Ref Enquiry No: .....& Date.....

Due Date:.....

Sl. no.	Particulars	Supplier's Confirmation
1	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry.	<input type="checkbox"/> Accepted
2	General Terms & Conditions same is enclosed as Enquiry Annexure – A.) of enquiry has been read, accepted & endorsed.	<input type="checkbox"/> Accepted
3	Warrantee acceptance as per clause 9 of Purchase Spec LME/PUR/371 Rev-01 (Part-A)	<input type="checkbox"/> Yes
4	<u>Delivery offered in days from PO date, Set wise for total 10 sets :</u> (BHEL Delivery requirement is mentioned in Schedule-I)	1 <sup>st</sup> Set.- 2 <sup>nd</sup> Set.- 3 <sup>rd</sup> Set.- 4 <sup>th</sup> Set - 5 <sup>th</sup> Set- 6 <sup>th</sup> Set - 7 <sup>th</sup> Set.- 8 <sup>th</sup> Set.- 9 <sup>th</sup> Set- 10 <sup>th</sup> Set-
5	The bidder has to quote rate on <b>FOR BHEL Jhansi basis. Packing, Forwarding, Freight &amp; Insurance</b> from Bidder's works to BHEL Jhansi works shall be in the scope of the bidder.	<input type="checkbox"/> Accepted
6	L1 bidder will be decided on FOR BHEL JHANSI BASIS.	<input type="checkbox"/> Accepted
7	<b>Taxes &amp; Duties:-</b> Extra as applicable & bidders to indicate following.	
	(a) <b>Tariff Head / HSN No.</b>	.....
	(b) Applicable GST (mention NA if not applicable) : <input type="checkbox"/> IGST OR : <input type="checkbox"/> CGST & SGST Each	@ ..... % @ ..... %
8	<b>LD Clause:</b> Failure to supply by the time specified as per the quoted delivery period will make the supplier liable to pay unconditional penalty of 0.5% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed supply value unless mutually agreed otherwise. In case of non-acceptance of BHEL LD clause, the suitable loading up to 10% shall be done on suppliers quoted rate to arrive at L-1 status.	<input type="checkbox"/> Accepted

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9	Acceptance to <b>Price Validity</b> of 120 days from date of bid Part-I opening or 120 days from RA (whichever applicable).	<input type="checkbox"/> Accepted
10	<b>Confirmation for submission of EMD for Rs.40,00,000/-</b>	<input type="checkbox"/> Confirmed
11	<b>Security Deposit (SD) / Contract Execution Bank Guarantee (CEBG):</b> 5% of contract value including Taxes and duties (to be submitted within 30 days from the date of letter of Intent/PO) with validity up to the date of Successful Commissioning of 10 <sup>th</sup> set of RBMV at Indian Railways site plus 6 months.  EMD of the successful bidder may be adjusted towards the required amount of Security Deposit.  BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents submitted for SD or in any other matter connected therewith	<input type="checkbox"/> Accepted
12	<b>Performance Bank Guarantee (PBG) or Warrantee BG:</b> Performance Bank Guarantee (PBG) of 10% of contract value (including taxes and duties) valid for warranty period plus 90 days as per clause 2 of Schedule-IV. This warrantee BG can be submitted for each RBMV separately.	<input type="checkbox"/> Accepted
13	<b>Reverse Auction:</b> BHEL shall be resorting to reverse auction (RA) for this tender (Guidelines as available on www.bhel.com). RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in the reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	<input type="checkbox"/> Accepted
14	<b>Payment Terms:</b> <b>For Enquiry It # 01 is as given below:</b>  a. <b>80 %</b> payment with 100% Taxes & duties after 90 days (for non-MSE manufacturer) / 45 days (for MSE manufacturer) of supply of complete Material Kit, assembly, successful testing of RBMV at BHEL Jhansi & dispatch clearance from Indian Railways (End Customer of BHEL).  b. Balance <b>20%</b> payment after acceptance on successful Commissioning/ Trial of RBMV at Indian Railway site or Successful Oscillation trial whichever is later against submission of Performance Bank Guarantee (Warrantee BG) of 10% of contract value (including Taxes & duties) valid upto Warrantee period as per Clause-2 of Schedule-IV plus 90 days. Oscillation trial will be conducted only on one set of RBMV.  <b>For Enquiry It # 02 is as given below:</b>  a. <b>80 %</b> payment with 100% Taxes & duties after 90 days (for non-MSE manufacturer) / 45 days (for MSE manufacturer) of completion and Handing over of design documents to BHEL and & dispatch clearance of 1 <sup>st</sup> set of RBMV from Indian Railways (End Customer of BHEL).	<input type="checkbox"/> Accepted



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	<p><b>b. Balance 20% payment after successful Oscillation trial of RBMV against submission of Performance Bank Guarantee (Warrantee BG) of 10% of contract value (including Taxes &amp; duties) valid upto Warrantee period as per Clause-2 of Schedule-IV plus 90 days of 1<sup>st</sup> Set of RBMV. Oscillation trial will be conducted on one set of RBMV only.</b></p> <p>Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ (RBI Repo rate (as on date of Part I bid opening) + 4% per annum) for the purpose of bid evaluation.</p>													
15	<p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="193 813 1166 954"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST Owned</th> <th>Women Owned</th> <th>Others (excluding SC/ST &amp; Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.</p>	Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)											
Micro														
Small														
16	<p>Supplier is MSME Vendor If yes than kindly provide latest <u>Udyam certificate &amp; no.....</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Enclosed</p>												
17	<p><b>Preference to MSE &amp; Make in India suppliers</b> shall be given as per latest MSME Act &amp; MII policy.</p>	<p><input type="checkbox"/> Accepted</p>												
18	<p><b>Local Content (in %) as per GOI MAKE IN INDIA Policy.</b></p> <p>Local content in item if any raw material purchasing or manufacturing is being done outside India. Vendor has to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing Cost Accountant or from a practicing CA (in respect of suppliers other than companies) giving the percentage for Local Content in cases of procurement for a value in excess of Rs.10 Cr.</p>	<p>(.....)% (Enclosed)</p> <p>Yes _____% Location of Value Addition: _____ _____ _____</p>												
19	<p><b>Acceptance of PVC clause as per Clause -10 Schedule-IV</b></p>	<p><input type="checkbox"/> Accepted</p>												
20	<p><b>CONFLICT OF INTEREST:</b> The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <p>i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an</p>	<p><input type="checkbox"/> Accepted</p>												

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	<p>agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.</p> <p>Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.</p> <p>This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
21	In case of any inconsistency between BHEL Terms and Conditions and Terms and Conditions given in this sheet, the terms and conditions given in this sheet shall prevail.	<input type="checkbox"/> Accepted
22	In case of any inconsistency between offers of supplier and the accepted terms and conditions in this sheet, the terms and conditions of this sheet shall prevail.	<input type="checkbox"/> Accepted
23	<p><b><u>RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO:</u></b>  BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non-placement of PO or contract / short closure of PO or contract</p>	<input type="checkbox"/> Accepted

Note - If any of above condition are not accepted, the offer may be liable for rejection.

Sign of Authorized Signatory Signatory &amp; Company seal : .....

Contact Detail: Name ..... Cell No.: ..... E-mail : .....



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**SCHEDULE-VI**

BOQ (Price schedule) template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only in BOQ template.

Validate Print Help **Item Wise BoQ**

Tender Inviting Authority: Sr. Manager

Name of Work: (1) Supply of Complete Material Kit for RBMV and its Installation, Testing & Commissioning, (2) Engagement of Design Consultant for RBMV

Contract No: \_\_\_\_\_

Name of the Bidder/ Bidding Firm / Company : \_\_\_\_\_

**PRICE SCHEDULE**  
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT in Words	
1	2	3	4	5	7	8	9	10	11	12	13	
1	SUPPLY OF COMPLETE MATERIAL KIT FOR RBMV AND ITS INSTALLATION, TESTING AND COMMISSIONING AS PER BHEL PURCHASE SPEC NO. LME/PUR/371, REV 01 (PART-A)	Item-1	10.00	Set			0.00		0.000	0.000	NR Zero Only	
2	ENGAGEMENT OF DESIGN CONSULTANT FOR DESIGN AND ENGINEERING SUPPORT FOR RBMV PROJECT AS PER PURCHASE SPEC LME/PUR/371, REV 01 (PART-B)	Item-2	1.00	Set			0.00		0.000	0.000	NR Zero Only	
<b>Total in Figures</b>									<b>0.000</b>	<b>0.000</b>	NR Zero Only	
<b>Quoted Rate in Words</b>									<b>NR Zero Only</b>			

GST in Percentage  
 Please enter the GST in Percentage for this item.  
 GST % values between 0.00 % and 28.00 % only

Sign of Authorized Signatory Signatory & Company Name & seal : .....

Contact Detail: Name ..... Cell No.: ..... E-mail : .....



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**Schedule-VII**

**Integrity Pact (IP)**

**Clause on IP in the tender**

**Integrity Pact (IP)**

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

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

**Note:**

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

**Details of contact person(s):**

(1)  
Name: KUNAL KISHORE  
Deptt: MM  
Address: BHEL Jhansi  
Phone: (Landline/ Mobile)

(2)  
Name: Y K VERMA  
Deptt: MM  
Address: BHEL JHANSI  
Phone: (Landline/ Mobile)

Email: kunal @ bhel.in  
Fax: \_\_\_\_\_

Email: ykverma@bhel.in  
Fax: \_\_\_\_\_

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*(Handwritten signature)*

*(Handwritten signature)*



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Annexure-1

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

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



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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.—The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

**Section 4 - Compensation for Damages**

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

### **Section 5 - Previous Transgression**

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

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

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

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

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



**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

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

### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.



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**NIT No. E96260011**

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

*(Handwritten signature)*  
15/05/26  
K. VERMA  
Genl. Manager (Materials Management)  
B.H.E.L., JHANSI

For & On behalf of  
(Office Seal)

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

Place Jhansi  
Date 15/05/26

Witness: Kunal Kishore  
(Name & Address) BHEL Jhansi

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

*(Handwritten signatures)*



**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Govt. of India Undertaking)**

Materials Management Deptt, JHANSI – 284120

**NIT No. E96260011**

Phone : 0510-2770001-2513

Email: Kunal@bhel.in

**SCHEDULE -VIII**

**Business Rules for Reverse Auction**

This has reference to tender no {tender number.....date.....}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {&} dated {...}, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

**1. Procedure of Reverse Auctioning**

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. Reverse Auction: The bid decrement will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. **Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on -----.

**Online Reverse Auction:-**

Start Time: -----Hrs

Close Time: ----- Hrs

3. **Auction extension time:** If a bidder places a bid in the last {10} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {10} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {10} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {10} minutes. In case, there is no bid in the last {10} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s ----- with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the FOR, BHEL- Jhansi Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, GST, Freight (bidder to provide original Freight paid receipt), insurance



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charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified less of GST. Details are as shown in Excel Sheet for calculation of total cost to BHEL.

5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications.  
In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for 120 *days* from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s ----- . Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s ----- to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s -----), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s ----- is responsible for such eventualities.

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in



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an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s -----.
14. M/s ----- shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s-----, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format in NIC portal for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s-----, besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E96260011 dt. -----  
----- Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).



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18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- Leading (Running Lowest) Bid in the Auction (only total price of package).
  - Bid Placed by the bidder.
  - Start Price.
  - Decrement value.
  - Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s -----, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (As available on www.bhel.com), shall be initiated by BHEL.

**Buyer Name**

M/s. BHARAT HEAVY  
ELECTRICALS LIMITED, JHANSI  
PO BHEL JHANSI, PIN – 284120

**Mr. Kunal Kishore**

**Sr. Manager (MM)**

**E-mail : [kunal@bhel.in](mailto:kunal@bhel.in)**

**Phone : 0510-2770001-2513**

**Cell : 7838293015**

**Auction to be conducted by**

**M/s -----**

**Date of Auction**

**Auction Date: -----**

**Online Reverse Auction Time:**

**----- Hrs (IST)**

**Documents Attached:**

1. Business rules for Reverse Auction (Annexure-I)



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**(To be sent to the bidders)**

2. Process Compliance Form (Annexure-II)
3. Details of item (s) to be Reverse Auctioned (Annexure-III)
4. Post RA Price confirmation by bidder (Annexure-IV)

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**Details of item (s) to be Reverse Auctioned**

Item no.	Item Description	Quantity (Set)
1	Supply of Complete material Kit for RBMV, its Assembly, Installation, Testing, Commissioning as per BHEL Spec LME/PUR/371 Rev-01 (Part-A)	10 SET
2	Engagement of Design Consultant for Design and Engineering support for RBMV project as per BHEL Spec LME/PUR/371 Rev-01 (Part-B)	1 SET

**Process Compliance Form**

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To,

M/s-----  
-----**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the NIT document BHEL NIT No. E96260011 dt. -----.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.



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- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email/ the price confirmation & break up of our quoted price (including that of line items) as per PRICE BID FORMAT IN NIC PORTAL within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s-----.

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

With regards

Signature with company seal.....

Name –.....

Company / Organization.....

Designation within Company / Organization.....

Address of Company / Organization.....

- Sign this document and FAX/ email it to M/s-----, prior to start of the Event.

**RA price confirmation and breakup**

**(To be submitted by L1 bidder after completion of RA)**

**(Separate sheet shall be submitted for each item)**

To,

M/s -----

-----

**Sub: Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted:

**Rs. { \_\_\_\_\_ in value & in words \_\_\_\_\_ } for item(s) covered under tender enquiry No. E96260011 dt. -----**

Total price of the items covered under above cited enquiry is inclusive of *{Packing & forwarding, freight and insurance charges up to {BHEL Jhansi}, Jhansi District, UP State and Type Test Charges etc., (exclusive of GST), other as per NIT}* as our final landed prices as quoted during the Reverse Auction conducted today {-----} which will be valid for a period of **{120}** in nos. & in words One Hundred Twenty} days.

The price break-up including that of line items is as given below.



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=====

Total - Rs.....in value & in words.....

=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

Name:.....

Company:.....

Date:.....



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**Schedule-IX**

**FORMAT FOR NO DEVIATION CERTIFICATE**

(To be submitted on Bidder's Letter head)

TO,  
BHARAT HEAVY ELECTRICALS LIMITED,  
P.O. BHEL JHANSI UP-284120.

Sub: No deviation certificate  
BHEL NIT ref. E96260011  
Our Quotation ref.

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT.

We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,  
(Signature, date & seal of authorized signatory of the bidder)



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**Schedule-X : Format for EMD Bank Guarantee**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

**(On non-Judicial paper of appropriate value)**

**Bank Guarantee No.....**

**Date.....**

**To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. .... having its registered office at .....2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by .....4.(name of the Employer) through its Unit at .....

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....5 ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

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

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors 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.



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

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ..... 7 we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before ..... 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....



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### Schedule-XI: Format for Security Deposit Bank Guarantee

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees \_\_\_\_\_)<sup>4</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>5</sup> (Rupees \_\_\_\_\_ only),

we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), , at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or 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(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee



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Email: Kunal@bhel.in

is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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 the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory)



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NIT No. E96260011

Phone : 0510-2770001-2513

Email: Kunal@bhel.in

<sup>1</sup> ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

<sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

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

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **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. The tender stipulation should clearly specify these requirements.
    - 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). The BG Format provided to them should clearly specify the same.



# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Materials Management Deptt, JHANSI – 284120

NIT No. E96260011

Phone : 0510-2770001-2513

Email: Kunal@bhel.in

## Schedule-XI: Format for Performance Bank Guarantee (Warrantee bank Guarantee)

### BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----) /FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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



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

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

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

This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Dated.....



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Materials Management Deptt, JHANSI – 284120

NIT No. E96260011

Phone : 0510-2770001-2513

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

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

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

<sup>4</sup> CONTRACT VALUE

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

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

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

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