



## NOTICE INVITING TENDER

TENDER NO.: BHEL/CPC/TAL/C\_Road\_Drain/27/024

### WORK DESCRIPTION:

Civil, Structural & Architectural works of Entire Roads Works with RCC Drains (Excl Main Power Block Area) including bitumen works along with kerb stone & shoulder/walkway & RCC Box Culverts & Hume Pipes wherever applicable, laying of sand bed and Paver Block for Walkways of roads etc. at 3 X 800 MW NLC TALABIRA TPP (NTTTP), Jharsuguda, Odisha State, India

**Volume - I**

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

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To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

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

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/CPC/TAL/C_Road_Drain/27/024	
ii	BROAD SCOPE OF JOB	Civil, Structural & Architectural works of Entire Roads Works with RCC Drains (Excl Main Power Block Area) including bitumen works along with kerb stone & shoulder/ walkway & RCC Box Culverts & Hume Pipes wherever applicable, laying of sand bed and Paver Block for Walkways of roads etc. at 3 X 800 MW NLC TALABIRA TPP (NTTPP), Jharsuguda, Odisha State, India	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	Volume-IB	Special Conditions of Contract (SCC)	Applicable
c	Volume-IC	General Conditions of Contract (GCC)	Applicable
d	Volume-ID	Forms and Procedures	
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL eProcurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) till due date of submission: <b>Start: 27-05-2026</b> <b>Closes: 08-06-2026 Time: 11:00 Hrs.</b>  Brief information of the tenders shall also be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> )	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 08-06-2026 Time: 11:00 hrs</b> <b>Place : on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>	Applicable

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vi	<b>OPENING OF TENDER</b>	<p><b>Date: 08-06-2026 Time: 17:00 hrs</b></p> <p>Notes:  (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.  (2) Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	<b>EMD AMOUNT</b>	<b>Rs. 30,00,000/-</b>	Applicable
viii	<b>COST OF TENDER</b>	Free	
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p><b>Date: 02-06-2026</b></p> <p>Along with soft version also, addressing to undersigned (Dealing Officer) &amp; to others as per contact address given below:</p> <p>1) Name: Shailendra Kumar  Designation: Manager  Deptt: Sub-Contracting Deptt, CPC  Address: BHEL Sadan, 8<sup>th</sup> Floor, Plot No. 25, Sec 16A, Noida - 201301  Phone: +91 9606676524  Email: athanerey@bhel.in</p> <p>2) Name: Tapish Kumar  Designation: Sr Mgr  Deptt: Sub-Contracting Deptt, CPC  Address: BHEL Sadan, 8<sup>th</sup> Floor, Plot No. 25, Sec 16A, Noida - 201301  Phone: +91 9010903666  Email: tapishkhandelwal@bhel.in</p>	Applicable
x	<b>SCHEDULE OF PRE BID DISCUSSION (PBD)</b>	<p><b>Date: 01-06-2026 Time: 15:00 hrs</b></p> <p><b>Place:</b> Bharat Heavy Electricals Limited, Central Procurement Cell, 8th Floor, BHEL Sadan, Plot no. 25, Sector 16A, Noida-201301, Uttar Pradesh  Interested bidders are requested to confirm their participation for Pre Bid Discussion (PBD) meeting either by physical meeting at above mentioned place or through Video Conferencing (VC).</p> <p>Meeting link:  <a href="https://bhel.webex.com/bhel/j.php?MTID=mfe61954894a94c25843e0f4e8bec939c">https://bhel.webex.com/bhel/j.php?MTID=mfe61954894a94c25843e0f4e8bec939c</a></p> <p>Meeting number  2518 476 9266</p>	Applicable

		<p>Meeting password tP9BmasmN79</p> <p>Host key 183952</p> <p>Join by video system 25184769266@bhel.webex.com</p> <p>Meeting password for video system 87926276</p> <p>Join by phone Singapore Toll +65-6703-6949</p> <p>Access code 25184769266</p> <p>Meeting password for audio 87926276</p> <p>Global call-in numbers <a href="https://bhel.webex.com/bhel/globalcallin.php?MTID=m28b56fcc020241714c4efbfb14fdaedd">https://bhel.webex.com/bhel/globalcallin.php?MTID=m28b56fcc020241714c4efbfb14fdaedd</a></p>	
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<i>Please refer clause no. 15.</i>	<i>Applicable</i>
xii	<b>TYPES OF CONTRACT</b>	WORKS	
xiii	<b>LATEST UPDATES</b>	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com --&gt;Tender Notifications --&gt; View Corrigendums), BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) <b>and not in the newspapers</b>. Bidders to keep themselves updated with all such information.</p>	

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

**3.0** Instructions for Cost of Tender - Not Applicable.

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

For Electronic Fund Transfer the details are as below:-

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

b) **Bank Particulars:**

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

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

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

a) For Beneficiary bank details:

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

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

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

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

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

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

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

b. **Price Bid:**

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and

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- would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
  - v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

### **DO NOT'S**

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

### **Digital Signing of e-Tender**

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

### **The Requirement:**

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

**The contact details of the service provider are given below:**

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

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

**International bidders are requested to prefix 91 as country code**

**Email Support - Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)**

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

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

The Vendors DSC Address List link as given below:

[https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink\\_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf](https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf)

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

- 6.0** Instructions regarding Hard/Paper Bid - Not Applicable.
- 7.0** Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0** Notwithstanding anything stated in the tender documents, BHEL/End Customer reserves the right to access the capabilities and capacity of the Bidder/its consortium Partners (if applicable), to perform the contract in the overall interest of the Project. BHEL/End Customer reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)

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## 9.0 Assessment of Capacity of Bidders:

**Bidder's capacity for executing the job under tender shall be assessed based on its 'LOAD and PERFORMANCE' and 'TURNOVER', as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the last Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

**(Note:** For example, if latest bid submission is in Jan 2026, then the 'load' shall be calculated up to and inclusive of Dec 2025)

Total number of LOAs in hand = Load (P)

Where 'P' is the sum of all LOAs under execution with BHEL Regions as on the cut off month defined above, excepting LOAs which are on Long Hold, or yet to start, or whose evaluation has been completed upto last month preceding the month corresponding to the 'latest date of bid submission'.

For example, if latest bid submission is in Jan 2026, then the

- i) LOA with start date in Dec-2025 shall be considered in Load.
- ii) LOA with finish date in Dec-2025 shall not be considered in Load.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 2<sup>nd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2026, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Nov 2025 (i.e. from June 2025 to Nov 2025), for all the unit wise identified packages (refer Table I))

- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- b) Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2, T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )
- c) Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$  etc. for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ )

- d) **Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**

- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1,</sub> S <sub>1-2,</sub> S <sub>1-3,</sub> S <sub>1-4,</sub> ... S <sub>1-T1</sub>	S <sub>2-1,</sub> S <sub>2-2,</sub> S <sub>2-3,</sub> S <sub>2-4,</sub> ... S <sub>2-T2</sub>	S <sub>3-1,</sub> S <sub>3-2,</sub> S <sub>3-3,</sub> S <sub>3-4,</sub> ... S <sub>3-T3</sub>	S <sub>4-1,</sub> S <sub>4-2,</sub> S <sub>4-3,</sub> S <sub>4-4,</sub> ... S <sub>4-T4</sub>	S <sub>5-1,</sub> S <sub>5-2,</sub> S <sub>5-3,</sub> S <sub>5-4,</sub> ... S <sub>5-T5</sub>	.. ... ... ... ... ...	S <sub>N-1,</sub> S <sub>N-2,</sub> S <sub>N-3,</sub> S <sub>N-4,</sub> ... S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

- ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R<sub>BHEL</sub>' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case,  $R_{BHEL}$  cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding Value of 'L'
1	$\geq 60$ and $< 62$	NA
2	$\geq 62$	0.45

iv). Performance Systems: The performance rating as mentioned in II (i) and (ii) above, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).

### III. i) 'Assessment of Capacity based on 'LOAD and PERFORMANCE':

a) 'Assessment of Capacity of Bidder' is based on the Maximum number of LOAs for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of-LOA  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

Note:

- In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- For  $R_{BHEL} \geq 60$  and  $< 62$ ,  $P_{Max} = '5'$

The Bidder shall be considered 'Qualified' on 'Performance basis' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause 'i' above)

b) In addition to above, the contractor shall be considered disqualified for ongoing tender(s) of BHEL, in case contractor fails to obtain an overall average score of 6 or more than 6 (six) (in the scaled down scores of HSEPES) out of 10 considered for Performance Rating as per sl no II (ii), in a period of '6 months preceding and including the cut-off month'. The period of '6 months preceding and including the cut-off month' can be extended to 12 months and further to 24 months, to account for 'performance scores' for at least 6 'package months'. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

### ii) Assessment of Capacity based on 'TURNOVER':

If the 'value of contracts in hand' across all PS Regions by a contractor is less than the product of "maximum of 'annual average turnover for last 3 years' or 'latest FY turnover' of the Contractor and multiplying factor", then such bidder shall be considered qualified on 'Annual Average Turnover basis'. The 'value of contracts in hand' will be computed by summing up "50% of the annualized awarded value of each contract" unless performance evaluation is not closed in the online CPES.

Based on the performance rating of the Contractor, the above mentioned multiplying factor shall be as below:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	(Multiplying factor to Turnover)
1	$< 60$	0
2	$\geq 60$ and $\leq 62$	1.0
3	$> 62$ and $\leq 65$	1.5
4	$> 65$ and $\leq 70$	2.0
5	$> 70$ and $\leq 75$	2.5
6	$> 75$ and $\leq 80$	3.0
7	$> 80$	3.5

### 'Assessment of Capacity of Bidder':

The bidder will be considered qualified for the tender if it qualifies on 'Load and Performance basis' as

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well as on 'Average Annual Turnover basis'.

However, 'Consortium Partner' shall be considered qualified based on only 'Overall Performance Rating  $\geq 60$ ' (they will be regarded pre-qualified on other criteria).

IV. **Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection	iv). Electrical Enabling Works	iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Management
		x). FGD
		xi). ACC
		xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/ packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOA from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all tender conditions including 'Assessment of Capacity of Bidders'. However, in case any evaluation scores are available in the last 24 months preceding and including the Cut-off month for a 'First Timer', the bidder shall be considered qualified only if the average of the available evaluation scores being  $\geq 60$  and qualified on other parameters i.e Load, HSE and Turnover.

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iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders', excluding the bidders disqualified on basis of HSE (as per Sl. No. III (b)), and for this, procedure described in following four options shall be followed:

- a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- d) If even after using option "a", "b" and "c" the number of qualified bidders remains less than four, remaining bidders shall be "listed" as per their descending order of Overall Performance Rating ('R<sub>BHEL</sub>') or average of available performance scores for "First timer" bidders upto and including the Cut Off month.

Bidders as per option "a", "b", "c" and additional top bidders as "listed" above shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' to make the total numbers of qualified bidders as four.

In case, from the "listed" bidders, more than 1 "listed" bidder are having the same average performance score, then all such bidders shall be considered.

**Example-**

If 3 bidders are considered from "a", "b" and "c".

From remaining "listed" bidders, 3 top bidders have same average performance scores. Then all 3 "listed" bidders shall be considered.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
  - a. Up to execution of 90% of anticipated Contract Value in case of Civil/ MM/ Structural/ Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ ESP/ Piping Packages
  - c. Up to Synchronization in all Balance Packages
- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27<sup>th</sup> of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of

review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

- a. **Short hold:** Evaluation shall not be applicable for this period, however, Loading will be considered.
- b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

- 10.0** Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0** BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

#### **Integrity Pact (IP)**

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

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<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

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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 as per Clause no. 1, Salient Features of NIT, Sl. No. (ix).

- 16.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.

- 17.0** Instructions regarding Hard Bid/Paper Bid – Not Applicable

- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

- 19.0** **Reverse Auction:** BHEL shall be resorting to Reverse Auction (RA) (Extant Guidelines as available on <<https://www.bhel.com/guidelines-reverse-auction-2024>> on “**supplier registration page**”) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 20.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

- 21.0** In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

- 23.0** Consortium Bidding shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:

- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract which shall be valid till completion of said works.

- 23.2 Change of consortium partner shall not be permitted once Technical Bid (Part–1 bid) opened for bid evaluation purpose.

- 23.3 ‘Standalone’ bidder cannot become a ‘Prime Bidder’ or a ‘Consortium Partner in a consortium bidding’. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.

- 23.4 Number of partners for a Consortium Bidding including Prime Bidder shall NOT be more than 3 (three).
- 23.5 Prime Bidder shall be as specified in the Pre-Qualification Requirement.
- 23.6 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.
- 23.7 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.8 Prime Bidder and Consortium Partners shall be jointly and severally responsible for overall execution of the contract.
- 23.9 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.10 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder and the new consortium partner or partners shall submit fresh SDs as applicable.

In case Prime bidder fails to engage new consortium partner, the respective work will be withdrawn and executed by BHEL and the expenses shall be recovered from the Prime bidder in following mode;

$$\text{Amount of recovery} = [(A-B) + (A \times H/100)]$$

Where, A= Value of withdrawal Work of consortium partner as per rates of new contract

B= Value of withdrawal Work of consortium partner as per rates of old contract being paid to the contractor at the time of withdrawal of work i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

- 23.11 In case "Prime Bidder withdraws" or "insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder/ consortium bidders",
- consortium bids will be rejected
  - BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
- 23.12 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of the scope of work of Consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders unless otherwise specifically mentioned elsewhere.

Execution for the scope of work of consortium partner shall mean:

- i. "BOILER LIGHT UP" in respect of Boiler/CFBC/ESP.

- ii. Successful completion of complete Chimney shell by using slipform technique within the permissible limit of both verticality & twisting of shell in respect of Chimney.
- iii. Successful completion of complete NDCT shell by using Jumpform technique in respect of NDCT.
- iv. Successful completion of complete RCC Silo in respect of AHP Civil/RCC Silo.
- v. Successful completion of complete STG Deck and Handing over of STG deck for Mechanical works in respect of TG Deck
- vi. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in respect of HTG
- vii. Achievement of physical Quantities as per respective PQRs in respect of Civil, Structures, Piling and CHP Civil.

23.13 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).

SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.

24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The Bidder shall not be eligible to participate in tender(s) for the said works or services, if bidder or any of its associates/subsidiary or 'company having any common director', is engaged by BHEL for the consultancy services for the same project.

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

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

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

28.1.1 **Commitment by BHEL:**

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

28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Bharatiya Nyaya Sanhita (BNS) or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and

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is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

(iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**29.0 Micro and Small Enterprises (MSE): (This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.)**

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

**31.0 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

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

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

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**Explanation**

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

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

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

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

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

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

**35.0 Grievance Redressal Mechanism:**

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process.

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

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT).
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through

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the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

### 36.0 **Order of Precedence:**

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

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

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

for BHARAT HEAVY ELECTRICALS LTD  
Manager / SCT- CPC

### **Enclosure:**

- i). Annexure-1: Pre Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). Annexure-3: Reverse Auction Process Compliance Form
- iv). Annexure-4: Authorization of representative who will participate in the online Reverse Auction Process
- v). Annexure-5: RA Price Confirmation and Breakup
- vi). Annexure-6: Integrity Pact
- vii). Annexure-7: Undertaking as per C4 of Annexure-1 i.e. PQR
- viii). Annexure-8: Declaration reg. Related Firms & their areas of Activities
- ix). Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- x). Annexure-10: Declaration by the Contractor
- xi). Annexure-11: Declaration regarding 'conflict of interest'
- xii). Annexure-12: Solvency Certificate
- xiii). Annexure-13: Letter for Unutilized Line of Credit
- xiv). Annexure-14: Certificate for Insurance Surety Bond
- xv). Other Tender documents as per this NIT

**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB WORK DESCRIPTION	Civil, Structural & Architectural works of Entire Roads Works with RCC Drains (Excl Main Power Block Area) including bitumen works along with kerb stone & shoulder/ walkway & RCC Box Culverts & Hume Pipes wherever applicable, laying of sand bed and Paver Block for Walkways of roads etc. at 3 X 800 MW NLC TALABIRA TPP (NTTTP), Jharsuguda, Odisha State, India
TENDER NO.	BHEL/CPC/TAL/C_Road_Drain/27/024

SL NO	PRE QUALIFICATION CRITERIA	Applicable / Not Applicable	Bidders to fill following details in respect of fulfilling the PQR Criteria				File Name & Page No.
			Supporting Docs Details				
			Work Order	Work details	Client Details	Executed Value/ Quantity	File Name & Page No.
A	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable					
B	<b><u>Technical</u></b>						
B-1	Bidder should have executed "Piling or Civil or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works for any one of the following in the last <b>ten</b> years from latest date of bid submission:  B.1.1 Executed One (1) work of value not less than <b>Rs. 5600 Lakhs</b> against Single Work Order.  <b>'OR'</b>  B.1.2 Executed Two (2) works each of value not less than <b>Rs. 3500 Lakhs</b> against two work orders.  <b>'OR'</b>  B.1.3 Executed Three (3) works each of value not less than <b>Rs. 2800 Lakhs</b> against three work orders.	Applicable					

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B-2	<p><b>Technical:</b></p> <p><b>B-2.1 For Civil Works:</b></p> <p><b>B-2.1.1</b> Bidder should have executed Reinforced Cement Concrete (RCC) quantities of at least <b>9765 Cum</b> within a common period of “twelve consecutive months” in cumulative of two running/completed contracts.</p> <p><b>OR</b></p> <p><b>B-2.1.2</b> Bidder should have executed Reinforced Cement Concrete (RCC) quantities of at least <b>6510 Cum</b> within a period of “twelve consecutive months” in one running/completed contract.</p>					
C	<b>Financial</b>					
C-1	<p><b>TURNOVER</b></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 2100 Lakhs</b> or more over last three Financial Years (FY) i.e. 2022-23, 2023-24, 2024-25 OR 2023-24, 2024-25, 2025-26.</p>	<b>Applicable</b>				
C-2	<p><b>NETWORTH (only in case of Companies)</b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive</p>	<b>Applicable</b>				
C-3	<p><b>PROFIT</b></p> <p>Bidder must have earned profit in any one of the Five Financial Years ending on 31.03.24 (i.e. F.Y. 2020-21, 2021-22, 2022-23, 2023-24, 2024-2025) OR (2021-22, 2022-23, 2023-24, 2024-25, 2025-26).</p> <p>Bidder to submit audited balance sheet and Profit &amp; Loss Statement for the year as supporting documents.</p>	<b>Applicable</b>				
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-7) to this effect.	<b>Applicable</b>				
C-5	<p>a) The bidder shall submit a ‘Certificate of Solvency’ (Annexure -12) for a value of <b>Rs . 1400 Lakh</b> from any Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) as on date, not earlier than the date of NIT.</p> <p style="text-align: center;"><b>OR</b></p>	<b>Applicable</b>				

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	<p>b) The bidder should furnish a 'Letter for Unutilized Line Of Credit' (Annexure -13) from any Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks), confirming the availability of the both funds based and non-fund-based line of credit for a value of <b>Rs. 1400 Lakh</b> as on date, not earlier than the date of NIT.</p> <p style="text-align: center;"><b>OR</b></p> <p>c) The bidder shall submit a 'Certificate for Insurance Surety Bond' (Annexure -14) from any Insurance Company (IRDA approved) for a value of <b>Rs. 1400 Lakh</b> as on date not earlier than the date of NIT.</p>			
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT	<b>Applicable</b>	By BHEL	
E	Approval of Customer <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to C shall be forwarded to customer for their approval.	<b>Applicable</b>	BY BHEL	
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL	
G	Consortium criteria	<b>Not Applicable</b>	<b>Consortium Agreement</b>	<b>File Name &amp; Page No.</b>
			---	---

**Explanatory Notes for the PQR:****Notes for Technical PQR 'B':**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.
2. Turnover means Revenue from Operations and excluding other income
3. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.

4. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
5. C-3:- PROFIT : Shall be PBT earned during any one year of last five financial years as mentioned above.
6. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
- The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
  - The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
  - In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
7. Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in 'B' above) should be in the last 10 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission".
8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
9. **Explanatory Notes for PQR 'B1'**
- For QR 'B1' above, actual executed value shall be considered.
  - The evaluation currency for this tender shall be **INR**.
  - For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-
- $$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$
- Where
- P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution.

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.

NOTE:

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

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Format-1**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for “.....” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s .....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

**(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)**

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**Undertaking from the Parent Company/ Subsidiary Company of the bidder**  
**(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)**

From,  
 Name:  
 Full Address:

Telephone No.:  
 E-mail address:  
 Fax/No.:

To,  
 .....  
 .....

Dear Sir,

We refer to the NIT No ..... dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company**

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

<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Address of the Bidder</b>	
<b>3</b>	<b>Type of the Firm/ Company of Bidder</b>	(Supporting documents as mentioned below to be submitted along with the bid.)
<b>(i)</b>	In case of Individual Bidder	His / her full name, address and place & nature of business shall be furnished along with the offer.
<b>(ii)</b>	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer.
<b>(iii)</b>	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
<b>4.a</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:
<b>4.b</b>	<b>Details of alternate Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:
<b>5</b>	<b>Validity of Offer</b>	To be valid for <b>Six Months</b> from due date
<b>6</b>	<b>EMD Details</b> (Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9.1 of General Conditions of Contract (Volume IC)	Mode of Remittance: Ref No: Date: Amount:

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	DESCRIPTION	Applicability (BY BHEL)	Enclosed By Bidder
7	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format.	Applicable	YES / NO
8	In case EMD is submitted in the form of Bank Guarantee (BG), a) Copy of SFMS (Structured Financial Message System) to be attached along with the bank guarantee towards verification of authenticity of BG. Or b) Declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant and Paper Bank Guarantee sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter.	Applicable	YES / NO YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
10	Audited Balance Sheet and profit & Loss Account for the last Three/Five years as mentioned at PQR C-1 & C-3.	Applicable	YES / NO
11	Copy of PAN Card of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding)	Applicable	YES / NO
12.	Copy of GST registration of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding)	Applicable	YES / NO
13	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm of Bidder / Prime bidder & Consortium Partner/s (in case of consortium bidding)	Applicable	YES / NO
14	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
15	Integrity Pact ( <b>Annexure – 6 of NIT</b> )	Applicable	YES / NO
16	<b>Annexures – 3, 4 &amp; 5 of NIT</b>	Applicable	YES / NO
17	<b>Annexures – 7, 8, 9, 10, 11 &amp; 12 / 13 / 14 of NIT</b>	Applicable	YES / NO
18	Offer forwarding letter / tender submission letter [ <b>Form No. F-01 (Rev 00)</b> ]	Applicable	YES / NO
19	Declaration by Authorized Signatory [ <b>Form No: F-02 (Rev 00)</b> ]	Applicable	YES / NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement [ <b>Form No: F-03 (Rev 00)</b> ]	Applicable	YES / NO
21	Declaration by Authorized Signatory regarding Authenticity of submitted documents [ <b>Form No: F-04 (Rev 00)</b> ]	Applicable	YES / NO
22	No Deviation Certificate [ <b>Form No: F-05 (Rev 00)</b> ]	Applicable	YES / NO
23	Declaration confirming knowledge about Site Conditions [ <b>Form No: F-06 (Rev 00)</b> ]	Applicable	YES / NO
24	Declaration for relation in BHEL [ <b>Form No: F-07 (Rev 00)</b> ]	Applicable	YES / NO
25	Non-Disclosure Certificate [ <b>Form No: F-08 (Rev 00)</b> ]	Applicable	YES / NO
26	Bank Account Details for E-Payment [ <b>Form No: F-09 (Rev 00)</b> ]	Applicable	YES / NO
27	Format for seeking clarification [ <b>Form No: F-10 (Rev 00)</b> ]	Applicable	YES / NO
28	Analysis of Unit rates Quoted [ <b>Form No: F-11 (Rev 00)</b> ]	Applicable	YES / NO
29	Capacity Evaluation of Bidder for current Tender [ <b>Form No: F-12 (Rev 00)</b> ]	Applicable	YES / NO
30	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO

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

DATE :

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

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**ANNEXURE - 3****Reverse Auction Process Compliance Form**

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

To

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

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

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

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE – 4****Authorization of representative who will participate in the on line Reverse Auction Process**

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

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**RA price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of RA)**

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL  
 {Unit-  
 Address-}

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

Dear Sir,

We confirm that we have quoted.

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

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

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

The price break-up is as given below.

Total	=====
	<b>- Rs. in value &amp; in words</b>
	=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**ANNEXURE – 6****INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

Tender No.: BHEL/CPC/TAL/C\_Road\_Drain/27/024 for the work of "Civil, Structural & Architectural works of Entire Roads Works with RCC Drains (Excl Main Power Block Area) including bitumen works along with kerb stone & shoulder/ walkway & RCC Box Culverts & Hume Pipes wherever applicable, laying of sand bed and Paver Block for Walkways of roads etc. at 3 X 800 MW NLC TALABIRA TPP (NTTTP), Jharsuguda, Odisha State, India".

(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.

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

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

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

### **Section 4 - Compensation for Damages**

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

**Section 5 - Previous Transgression**

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

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

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

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

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

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

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

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

### Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

-----  
 For & On behalf of the Principal  
 (Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

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

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

**UNDERTAKING**

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

To,

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No:

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

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

Place:  
Date:

**ANNEXURE-8****DECLARATION**

Date: \_\_\_\_\_

To,

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

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

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

Dear Sir/ Madam,

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

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

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

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**Annexure-9**

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

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

To,

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

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

Dear Sir,

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

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

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

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

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

Thanking you,  
Yours faithfully,

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

\*\* - Strike out whichever is not applicable.

**Note:**

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

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

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

**ANNEXURE-10****DECLARATION REGARDING COMPLIANCE ON PUBLIC PROCUREMENT NO. 4 DTD. 23.02.2023 FOR RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

To,

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

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

Dear Sir,

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

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

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

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

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

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

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

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

To,

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

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

Dear Sir,

**Sub:** Declaration regarding 'Conflict of Interest'.

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

**Treatment of cases regarding conflict of interest:**

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

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

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

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

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

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

**ANNEXURE – 12****CERTIFICATE OF SOLVENCY**

(To be given on Letter head of the Scheduled/Commercial Bank (excluding Cooperative Bank) duly certified (Signed & Stamped))

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**To whomsoever it may concern**

This is to certify that M/s. \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ is solvent to the extent of ₹ \_\_\_\_\_ [Amount in Words \_\_\_\_\_ ] as on date & on the basis of information disclosed and records available with us and is deemed capable of furnishing Bank Guarantees of value equivalent to 50% of the aforesaid Solvency Value.

This certificate is issued at the request of M/s. \_\_\_\_\_

This certificate is issued without any risk / liability or responsibility whatsoever on the part of the Bank or any of its officers.

Signature of authorised signatory with seal :

Name of Authorised Signatory of the bank :

Date of issue of Certificate :

Address of the bank with IFSC code :

Email of the bank :

Phone no of the bank :

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

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

**ANNEXURE – 13****LETTER FOR UNUTILIZED LINE OF CREDIT**

(To be given on Letter head of the Scheduled/Commercial Bank (excluding Cooperative Bank) duly certified (Signed & Stamped))

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To,  
 Bharat Heavy Electricals Limited  
 Central Procurement Cell  
 PSHQ, 8<sup>th</sup> Floor, BHEL Sadan  
 Plot No -25, Sector 16 A,  
 Gautam Buddha Nagar (Uttar Pradesh) - 201301

Sir/ Madam,

\_\_\_\_\_ (Name of the bank with branch address) certify that M/s \_\_\_\_\_ (Name of the bidder), having registered office at \_\_\_\_\_ (Address of the account holder) is maintaining a Savings Bank Account / Current Account (tick whichever is applicable) bearing No. \_\_\_\_\_ (Account No.) with us since \_\_\_\_\_ (Year of account opening) and having an approved line of credit limit (both fund based and non-fund based) of Rs - \_\_\_\_\_, out of which the current unutilized limit is Rs \_\_\_\_\_ (Amount in Words) (both fund based and non-fund based) as on date \_\_\_\_\_.

Signature of authorised signatory with seal :

Name of Authorised Signatory of the bank :

Date of issue of Certificate :

Address of the bank with IFSC code :

Email of the bank :

Phone no of the bank :

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

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

**ANNEXURE – 14**

**CERTIFICATE FOR INSURANCE SURETY BOND**

(To be given on Letter head of the Insurance company registered under IRDA (duly certified (Signed & Stamped))

---

**To whomsoever it may concern**

This is to certify that M/s \_\_\_\_\_ can avail Insurance surety bond up to a sum of Rs. \_\_\_\_\_ (Amount in words) from our Insurance company ( Name of the company) as on date on the basis of their financial position.

Signature of authorised signatory with seal :

Name of Authorised Signatory of Insurance Company :

Date of issue of Certificate :

Address of the Insurance Company :

Email of the Insurance Company :

Phone no of the Insurance Company :

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

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : [www.bhel.com](http://www.bhel.com)