

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

<b>1.</b>	<b>Pre-Qualification Criteria:</b>		
	<p><b>1.1 Technical Pre-Qualification Requirement:</b> Technical pre-qualifying requirement shall be as per Annexure-2.</p> <p><b>1.2 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities and shall submit undertaking (Annexure-8) to this effect.</b></p> <p>Note: Credentials furnished by the bidder against “PRE-QUALIFYING CRITERIA” shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines.</p>		
<b>2.</b>	<b>Scope of Supply:</b>		
	<p>Supply &amp; services of <b>BATTERY</b> to <b>PGCIL ASHTHA</b> site as per Technical Specification Nos. <b>TB-433-302-101 REV 0</b>.</p> <p>No permissible Technical Deviation has been envisaged. Bidders to quote strictly as per Technical Specification.</p>		
<b>3.</b>	<b>Prices:</b>		
	<p>The quoted prices shall be on <b>Firm basis</b> and no price escalation / price variation will be applicable. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing &amp; Forwarding Charges + F&amp;I + GST.</p> <p>GeM po will be placed as per Annexre-4. However, BHEL PO will be placed as per Annexure-4A. Bidder to provide price breakup as per attached Annexure-4(A) after price bid opening/RA.</p> <p><b>Note:</b> Transportation up to site and transit insurance is in the scope of bidder. Unloading of materials at BHEL site is not in bidder’s scope.</p>		
<b>4.</b>	<b>Terms of Delivery:</b>		
	As per GeM		
<b>5.</b>	<p>Bid should be free from correction, overwriting, using 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. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part-I opening:</p> <table border="1" data-bbox="289 1472 1464 1577"> <tr> <td>For any <b>technical clarification</b> please contact <b>Ms. Ayushi, Dy Manager (TBEM)</b>. Contact No. 0120 221 8922; <b>e-mail: ayushi@bhel.in</b></td> <td>For any <b>commercial clarification</b>, please contact <b>Mr. Manish Jain, Sr Manager (TBMM)</b>. Contact No. 0120 221 8835; <b>e-mail: manish.jain@bhel.in</b></td> </tr> </table>	For any <b>technical clarification</b> please contact <b>Ms. Ayushi, Dy Manager (TBEM)</b> . Contact No. 0120 221 8922; <b>e-mail: ayushi@bhel.in</b>	For any <b>commercial clarification</b> , please contact <b>Mr. Manish Jain, Sr Manager (TBMM)</b> . Contact No. 0120 221 8835; <b>e-mail: manish.jain@bhel.in</b>
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<b>6.</b>	<b>Bid Security / Earnest Money Deposit (EMD)</b>		
	NIL		
<b>7.</b>	<b>Quantity Splitting and Awarding:</b>		
	Splitting not Applicable		

Signature of the authorized representative

Place : .....  
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<b>8.</b>	<p><b>Terms of Payment:</b></p> <p>Terms of Payment(For Supply &amp; Services in scope of the supplier):</p> <p>Supply Payment:</p> <p>a) 95% of payment within 90 days(for Non-MSE)/60 days(for Medium enterprise)/45 Days(for MSE ) from the date of receipt of complete invoice along with following documents in 3 sets (original + 2 copies).</p> <ul style="list-style-type: none"> <li>• LR / GR duly endorsed by BHEL Site Official.</li> <li>• Material Receipt Certificate issued by BHEL Site Official.</li> <li>• GST Compliant Tax Invoice</li> <li>• Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters.</li> <li>• Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>• Guarantee Certificate</li> <li>• Copy of Performance Bank Guarantee (PBG)</li> <li>• Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <p>b) 5% of payment within 90 days(for Non-MSE)/60 days(for Medium enterprise)/45 Days(for MSE ) from the date of receipt of complete invoice along with following documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"> <li>• Certificate of successful completion of Supervision of Commissioning at Site.</li> <li>• Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p>Payment terms for services: 100% payment within 90 days(for Non-MSE)/60 days(for Medium enterprise)/45 Days(for MSE ) along with applicable GST from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist.</li> <li>• It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.</li> <li>• Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).</li> </ul> <p>Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice</p> <p><b><i>For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at</i></b></p>
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	<p><a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to despatch. All documents as per above , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted in absence of the above.</p>
9.	<b>DELETED</b>
10.	<p><b>Interest Liability:</b></p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi-judicial authority between BHEL and the Supplier / Contractor.</p>
11.	<p><b>Delivery Requirement:</b></p> <p>Delivery schedule shall be as per Activity Schedule (<b>Annexure-3</b>).</p> <p>The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.</p> <p><b>Note:</b></p> <p>(i) In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>(ii) Delivery time mentioned in bid is for the purpose of creation of bid only, however, delivery schedule shall be as per Activity schedule (Annexure-3).</p>
12.	<p><b>Reverse Auction:</b></p> <p>Bid to RA is applicable (H1 elimination) Bidder to quote accordingly.</p>
13.	<p><b>Liquidated Damage for delayed Delivery:</b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p>

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Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value. Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

**14. Settlement of Dispute:**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1.

**14.1 Conciliation:**

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

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

**14.2 Arbitration:**

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	<p><b>14.2.1</b> Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution "IIAC" (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p><b>14.2.2</b> A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p><b>14.2.3</b> After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p><b>14.2.4</b> The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p><b>14.2.5</b> The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.</p> <p><b>14.2.6</b> Subject to the above, the provisions of Arbitration &amp; Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.</p> <p><b>14.2.7</b> Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p><b>14.2.8</b> It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p><b>14.2.9</b> In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p><b>14.2.10</b> In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be</p>
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	resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
	<p><b>14.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
<b>15.</b>	<b>Legal Settlement/ Jurisdiction:</b>
	Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
<b>16.</b>	<b>Manufacturing Quality Plan (MQP):</b>
	Supplier to submit MQP to BHEL for approval by end customer. Inspection shall be carried out as per approved MQP.
<b>17.</b>	<b>Inspection:</b>
	Inspection shall be done by Customer/ BHEL/ TPIA as per approved MQP.
<b>18.</b>	<b>Destination/ Delivery Location:</b>
	As per GeM
<b>19.</b>	<b>Guarantee Clause:</b>
	<p>The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications &amp; approved drawings/ data sheets, if any, for <b>18 months from date of supply or 27.10.27, whichever is later.</b></p> <p>The defective equipment/ material/ component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.</p> <p>If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.</p>
<b>20.</b>	<b>Performance Security:</b>

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Performance security of **5% of contract value** shall be submitted by the vendor within 60 days from the date of award of contract and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including Guarantee obligations.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

**(A) Modes of deposit:**  
Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL -TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

**Important Notes:**

(i) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including Guarantee obligations.

(ii) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

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

(iv) The Performance Security shall not carry any interest.

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	<p>(v) Value of the Performance Security (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to <b>± 10%</b>. Beyond this variation of <b>± 10%</b>, the Supplier shall arrange to enhance or may reduce the value of the Performance Security accordingly for the total variation promptly.</p> <p><b>(B) Forfeiture of performance security:</b> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.</p>
<b>21.</b>	<b>Acceptance of Offer:</b>
	<p>Acceptance of offer is subjected to following: i) Approval of vendor by end customer ii) Qualification of Technical PQR. iii) Techno-Commercial evaluation by BHEL.</p>
<b>22.</b>	<b>Make in India:</b>
	<p>For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 Dtd. 19.07.24, 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.</p> <p>“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per Annexure-12.</p> <p>“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order 2017 Dtd. 19.07.2024 and subsequent orders are eligible to bid in this tender. Bids received from Class II &amp; Non-local supplier shall be rejected.”</p> <p>Minimum local content to qualify as a Class-I local supplier is 60%.</p> <p>In case the bid value is more than Rs.10 Crore, bidder may submit local content as per the format of self-declaration during tendering stage but during execution stage, percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 19.07.2024 and in case of defaults, penalty of 10% of contract value shall be imposed. However, contract once awarded shall not be terminated on this account.</p>
<b>23.</b>	<b>Integrity pact: (Not Applicable for this Tender)</b>
	<p>Bidders shall have to enter into Integrity Pact (<b>Annexure-16</b>) with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p> <p>(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.</p>

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Sl.	IEM	Email
1	Dr Sarat Kumar Acharya. Ex CMD, NLC	lem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd)	lem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd)	lem3@bhel.in

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

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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

Details of contact person(s):

(1) Name: Mr. Manish Jain	(2) Name: Mr. Sanjay Kr Shukla
Deptt: TBMM	Deptt: TBMM
Address: BHEL Noida	Address: BHEL Noida
Phone: 0120 221 8835	Phone: 0120 221 8796
Email: <a href="mailto:manish.jain@bhel.in">manish.jain@bhel.in</a>	Email: <a href="mailto:skshukla@bhel.in">skshukla@bhel.in</a>

**24. Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 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 Order 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

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

	<p>(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.</p> <p><b>IV.</b>The beneficial owner for the purpose of (iii) above will be as under:  <b>1.</b> 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.</p> <p><b>Explanation-</b>  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;</p> <p><b>2.</b> 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;</p> <p><b>3.</b> 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 such association or body of individuals;</p> <p><b>4.</b> 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;</p> <p><b>5.</b> 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.</p> <p><b>V.</b> An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p><b>VI.</b> 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</p> <p><b>VII.</b> The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p><b>VIII.</b> If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution</p>
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Signature of the authorized representative

Place : .....  
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	<p>The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>).</p>
<b>25.</b>	<p><b>Compliance to order No. 25-111612018-PG, dated 02.07.2020 of Ministry of Power, GOI:</b></p> <p>Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data &amp; communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.</p> <p>The vulnerabilities in the Power Supply System &amp; Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System &amp; Network in the country, the following directions are hereby issued: -</p> <ol style="list-style-type: none"> <li>1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.</li> <li>2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).</li> <li>3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India</li> <li>4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).</li> </ol> <p>This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.</p>
<b>26.</b>	<p><b>Shortages / Damages</b></p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
<b>27.</b>	<p><b>Fraud Prevention Policy</b></p> <p>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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>

Signature of the authorized representative

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<b>28.</b>	<b>Prevention for Cartel Formation</b>
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
<b>29.</b>	<b>Variation in Contract Value and Quantities:</b>
	BHEL shall have the right to variation in quantities of items within <b>+/- 10%</b> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within one year from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.
<b>30.</b>	<b>Unpriced Bid:</b>
	Vendor to furnish unpriced bid mentioning <b>"Quoted"</b> against each BOQ line item and % of GST quoted in tender as per <b>Annexure-4</b> .
<b>31.</b>	<b>Force Majeure:</b>
	<p><b>31.1</b> "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>(i) War, hostilities, invasion, act of foreign enemies.</p> <p>(ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>(iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>(iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>(v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>(vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>(vii) Epidemic, pandemic etc.</p> <p><b>31.2</b> The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:</p>

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	<p>(i) any strike, work-to-rule action, go-slow or similar labour difficulty  (ii) late delivery of equipment or material (unless caused by Force Majeure event) and  (iii) economic hardship.</p> <p><b>31.3</b> If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p><b>31.4</b> The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p><b>31.5</b> Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not  (i) Constitute a default or breach of the Contract.  (ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p><b>31.6</b> BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>
<b>32.</b>	<b>Evaluation Criteria:</b>
	Evaluation shall be done on <b>total cost to BHEL basis</b> .
<b>33.</b>	<b>Schedule of Technical and Commercial Deviations:</b>
	a) Technical Deviation: No Technical Deviation is envisaged. b) Commercial Deviation: No Commercial Deviation is envisaged.
<b>34.</b>	<b>Breach of contract, remedies and termination:</b>
	<p><b>34.1</b> Following conditions shall be considered as breach of contract:</p> <p>a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>c) The vendor delivers equipment/ material not of the contracted quality.</p> <p>d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.</p> <p>f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</p>

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	<p>h) Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>i) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>j) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p><b>Note:</b></p> <p>Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>34.2 Remedies for breach of contract:</b></p> <p>i) Wherein the period as stipulated in the notice issued under clause 34.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p>
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	<p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p><b>Note:</b></p> <p>(1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><b><u>LD against delay in executed supply in case of Termination of Contract:</u></b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = [1-(X/Y)] x T1</p> <p>e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier.</p> <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
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<b>35. Micro and Small Enterprises (MSE):</b>	<p>Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.</p> <p><b>Note:</b></p> <p>a) If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>b) Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>c) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit Udyam Registration certificate along with the offer.</p> <p>d) Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry. No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.</p>
<b>36. Mode of Payment:</b>	<p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p> <p>TBG is registered with RXIL (TReDS)/ Invoicemart (M/s A. TREDIS Ltd.) / M1xchange (M/s Mynd Solutions Pvt. Ltd.) platform. MSME bidders are requested to get registered with RXIL (TReDS)/ Invoicemart (M/s A. TREDIS Ltd.) / M1xchange (M/s Mynd Solutions Pvt. Ltd.)/ DTX( M/S KredX Platform Pvt Ltd.) / C2treds (M/S C2FO Factoring Solutions Pvt Ltd) platform to avail the facility as per GoI guidelines.</p>
<b>37. Order of Precedence:</b>	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</p> <p>b. Buyer Added Bid Specific ATC</p> <p>c. Technical Specification</p> <p>d. GeM GTC</p>
<b>38. Grievance Redressal Mechanism</b>	<p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <p>1. <b>First Level:</b> Any grievance should initially be addressed to Mr. Sanjay Kumar Shukla, Contact No – 0120-2218796; e-mail: <a href="mailto:skshukla@bhel.in">skshukla@bhel.in</a></p> <p>2. <b>Second Level:</b> If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>. Responses will be provided in accordance with the defined escalation matrix.”</p>

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<b>39.</b>	<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.</li> <li>3. Any deviation from the conditions specified in techno-commercial terms and conditions may lead to rejection of offer.</li> <li>4. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>5. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>6. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>7. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol>
<b>39.</b>	<b>Consequential Loss-</b> Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
<b>40.</b>	All other terms & conditions shall be as per GTC of GeM.

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**ANNEXURE-1**

**CHECK LIST FOR TENDER SUBMISSION**

Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

<b>A</b>	<b>Name and Address of the Supplier</b>		
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
<b>C</b>	<b>Details of Contact person for this Tender</b>	<b>Name:</b>	
		<b>Designation:</b>	
		<b>Telephone No:</b>	
		<b>Mobile No:</b>	
		<b>Email ID:</b>	
<b>D</b>	<b>EMD DETAILS</b>		
<b>E</b>	<b>GEM SELLER ID</b>		
<b>F</b>	<b>MSME STATUS (MICRO/SMALL/MEDIUM)</b>		
	<b>Details in case of Micro (or) Small Enterprises (tick <math>\sqrt</math> whichever is applicable)</b>		
	<b>Type under MSE</b>	<b>SC/ST owned</b>	<b>Women owned</b>
	<b>Micro</b>		
	<b>Small</b>		
<b>G</b>	<b>DOCUMENT DESCRIPTION</b>	<b>APPLICABILITY</b>	<b>ENCLOSED BY BIDDER / RESPONSE</b>
1	<b>Pre – Qualification Criteria</b> is understood and provided proper supporting documents. ( <b>Annexure-2</b> )	Applicable	YES / NO
2	<b>All pages of the Tender documents</b> including annexures, Technical Specification, bid specific ATC, GeM Bid, appendices etc. <b>are read and understood</b>	Applicable	YES / NO
3.	Submission of <b>Bid Specific ATC</b>	Applicable	YES / NO
4.	<b>Activity Schedule</b> submission as per <b>Annexure-3</b>	Applicable	YES / NO
5.	<b>Unpriced Bid schedule</b> submission as per <b>Annexure-4</b>	Applicable	YES / NO
6.	<b>Offer forwarding letter/tender submission letter</b> as per <b>Annexure-5</b>	Applicable	YES / NO
7.	<b>Certificate of No Deviation:</b> a) <b>Annexure-6:</b> Schedule of <b>NO</b> Technical Deviation b) <b>Annexure-7:</b> Schedule of <b>NO</b> Commercial Deviation	Applicable	YES / NO
8.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per <b>Annexure-8</b>	Applicable	YES / NO

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<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

9.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents <b>Annexure-9</b>	Applicable	YES / NO
10.	<b>Power of Attorney</b> for submission of tender	Applicable	YES / NO
11.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per <b>Annexure-10</b>	Applicable	YES / NO
12.	Declaration for <b>relation in BHEL</b> as per <b>Annexure-11</b>	Applicable	YES / NO
13.	Declaration reg. <b>minimum local content</b> in line with latest public procurement (preference to Make in India) order as per <b>Annexure-12</b>	Applicable	YES / NO
14.	Declaration regarding <b>compliance</b> to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 <b>regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</b> as per <b>Annexure-13</b>	Only one of the two Annexures is applicable	YES / NO
15.	Declaration regarding <b>compliance</b> to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 <b>regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</b> as per <b>Annexure-14</b>		YES / NO
16.	Declaration regarding <b>Compliance</b> to MOP order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI as per <b>Annexure-15</b>	Applicable	YES / NO
17.	Submission of <b>Integrity Pact</b> as specified in Tender as per <b>Annexure-16</b>	Not Applicable	Not Applicable
18.	<b>Proforma of Bank Guarantee for Earnest Money (EMD)</b> as per <b>Annexure-17</b>	Not Applicable	Not Applicable
19.	Copy of <b>PAN Card &amp; GST</b> registration	Applicable	YES / NO
20.	Submission of <b>MSE certificate (Udyam Aadhar Certificate)</b> as specified in Tender	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.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE-2**

**TECHNICAL PRE-QUALIFICATION REQUIREMENT (PQR)**

<b>SN</b>	<b>TQR Description</b>	<b>Supporting Document to be attached</b>
1.	Refer Technical specification	Refer Technical specification

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE-3**

**ACTIVITY SCHEDULE**

SN	ACTIVITY	ACTIVITY TIME [in weeks]	REMARKS
1.	Input by BHEL	1	BHEL SCOPE
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	3	SUPPLIER SCOPE
3.	Manufacturing Clearance & CAT-A approval to Vendor after drawing submission	1	BHEL SCOPE
4.	Manufacturing time after CAT-A approval & Manufacturing Clearance till proposed inspection date(Including time of raising Inspection Call as mentioned in note#1).	12	SUPPLIER SCOPE
5.	BHEL/Customer Inspection & Dispatch Clearance	1	BHEL SCOPE
6.	Dispatch & receipt of material at site	4	SUPPLIER SCOPE
Total		<b>22 Weeks</b>	

1. Inspection call to be raised by vendor 1 week in advance.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE-4**

**UNPRICED BID**

SN	Item Description	QTY	UM	Ex works	GST on ex works	F&I	GST on F&I
1	BATTERY Package-PGCIL Ashtha site (consisting of item 1& 2 of Annexure 4A)	1	SET	Quoted	Quoted	Quoted	Quoted

NOTE: Mention applicable GST % -----

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE-4A**

**UNPRICED BID**

SN	Item Description	Item quantity	Unit of measurement	Unit Ex work	GST % applicable	Unit F&I	GST % applicable
1	SUPPLY- BATTERY : 48V DC, VALVE REGULATED LEAD ACID, 450AH BATTERY BATTERY BANK WITH FITTINGS & ACCESSORIES COMPLETE IN ALL RESPECT AS PER TECHNICAL SPECIFICATION	2	SET	Quoted	Quoted	Quoted	Quoted
2	SERVICES- BATTERY : 48V DC VALVE REGULATED LEAD ACID BATTERY BANK SUPERVISION OF ERECTION, TESTING AND COMMISSIONING AT SITE	2	NO	Quoted	Quoted	Quoted	Quoted

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE - 5

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
 (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

**Offer Reference No:** \_\_\_\_\_

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

**SUB: SUBMISSION OF OFFER AGAINST FOLLOWING TENDER**

Having examined the tender documents against your subject GeM Bid and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to supply/ services for the subject item(s) and project(s), we hereby submit our offer in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' (If applicable) within the stipulated time as mentioned in the Tender Conditions.

I/We further agree to execute all the supply/ services referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE - 6**

**SCHEDULE OF TECHNICAL DEVIATION**

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

**SUBJECT: SCHEDULE OF TECHNICAL DEVIATION**

**The following are the deviations/ variations exception from the Technical Specifications:**

<b>Sl. No.</b>	<b>Clause No. of Technical Specifications</b>	<b>Statement of Deviation</b>
	<b>No Deviation</b>	<b>No Deviation</b>

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the Technical Specifications.

If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

- Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
- Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE - 7

**SCHEDULE OF COMMERCIAL DEVIATION**

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

**SUBJECT: SCHEDULE OF COMMERCIAL DEVIATION**

**The following are the deviations/ variations exception from GeM General Terms and Conditions, GeM Bid and Bid Specific ATC:**

Sl. No.	Clause No. of Terms and Conditions	Statement of Deviation
	<b>No Deviation</b>	<b>No Deviation</b>

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the GeM General Terms and Conditions, GeM Bid and Bid Specific ATC.

If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

- Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
- Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE- 8**

**UNDERTAKING**

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

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To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

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

I/We,  declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE – 9**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

**SUBJECT: DECLARATION BY AUTHORISED SIGNATORY**

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender are true and complete to the best of my knowledge. I have gone through the technical specifications, terms & conditions, stipulations and all other pertinent issues till date, and agree to comply with the same.

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

**Enclosed: Power of Attorney**

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE – 10

**DECLARATION**

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/ Madam,

**SUBJECT: DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES**

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

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

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE – 11**

**DECLARATION FOR RELATION IN BHEL**

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

To,

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

**SUBJECT: DECLARATION FOR RELATION IN BHEL**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL.

**Tick (v) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm **DO NOT HAVE** any relation or relatives employed in BHEL (                      )

**(OR)**

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm **HAVE** relation/relatives employed in BHEL and their particulars are as below:

- i.** .....
- ii.** .....

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE – 12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH LATEST PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

I ..... **Date:** .....  
..... S/o, D/o, W/o,  
..... Resident of  
.....

..... hereby solemnly affirm and declare as under:  
That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for **BATTERY** for subject Projects.

That the local content for all inputs which constitute the said goods/ services/ works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/ services/ works supplied by me for **BATTERY** for subject Projects contains .....% (*mention the Local content in %age*) Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods/ services/ works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(s)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i. Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier(s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling

Signature of the authorized representative

Place : ..... Bidder's Name : .....  
Date : ..... Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ..... *(Name of firm/ entity)*

**Authorized signatory (To be duly authorized by the Board of Directors)**  
*(Insert Name, Designation and Contact No.)*

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE-13**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) dated 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

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

Sl. No.	Description	Bidder's confirmation
1.	<i>We, M/s ..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country. We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority."</i>	<b>Agreed</b>

**Note:**

- (i) Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, 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.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE-14**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) dated 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

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

Sl. No.	Description	Bidder's confirmation
1.	<p><i>We, M/s [REDACTED] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &amp; have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement."</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	<b>Agreed</b>

**Note:**

- (i) Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, 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.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

**ANNEXURE-15**

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER  
ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI**  
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG Dtd. 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/ Trojan, etc.

**Note:**

- (i) Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, 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.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

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

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

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will 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 from the tender process before award /order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
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4.2 If the Principal is entitled to terminated the contract according to Section 3, or terminates the Contract in application of Section 3 , the Bidder(s)/Contractor (s) transgression through a violation as 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 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 Bidders/ Contractors / Sub-contractors**

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

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
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- 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 [EM 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. 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 Indian Penal Code / 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**

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

- 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)  
Place:**

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

**Date:**

**Witness:**

**Witness:**

.....  
.....

.....  
.....

**Name & Address:**

**Name & Address:**

.....  
.....

.....  
.....

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE – 17

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**  
(On non-Judicial paper of appropriate value)

-----  
-----

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

To  
(Employer’s Name and Address)  
.....

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

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

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

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

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

(Name of the Bank)

Date.....

Place of Issue.....

*1 Details of the Invitation to Bid/Notice Inviting*

*Tender 2 Name and Address of the Tenderer*

*3 Details of the Work*

*4 Name of the Employer*

*5 BG Amount in words and Figures*

*6 Validity Date*

*7 Date of Expiry of Claim Period*

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE – 18

**BANK GUARANTEE FOR PERFORMANCE SECURITY**  
(On non-Judicial paper of appropriate value)

-----  
**Bank Guarantee No:**

**Date:**

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees ----- )/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs - ----- ( Rupees -----) without any demur, immediately on a demand from the Employer, .

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

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

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

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

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

(Name of the Bank)

Dated.....

Place of Issue.....

*Instruction for BG*

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

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

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

<sup>4</sup> *PROJECT/SUPPLY DETAILS*

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

<sup>6</sup> *VALIDITY DATE*

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

<sup>8</sup> *BG AMOUNT IN FIGURES AND WORDS.*

<sup>9</sup> *VALIDITY DATE*

<sup>10</sup> *DATE OF EXPIRY OF CLAIM PERIOD*

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE – 19**

**LIST OF CONSORTIUM BANK**

<b>Sl. No.</b>	<b>NAME OF THE BANK</b>
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE-20**

**CHECKLIST FOR SUPPLY BILLS**

<b>Name of Project</b>							
<b>Package Description</b>							
<b>Invoice No. &amp; Date</b>							
<b>PO No. &amp; Date</b>							
<b>Sl. No.</b>	<b>Documents Required</b>	<b>Copies</b>	<b>Check Points</b>	<b>Page No.</b>	<b>Vendor Remarks</b>	<b>Verification by MM</b>	<b>Verification by Finance</b>
					<b>(Y/ N/ NA)</b>	<b>(Y/ N/ NA)</b>	<b>(Y/ N/ NA)</b>
1	Original for Buyer Invoice - GST compliant invoice	1 Original + 2 Copy	1. Please ensure GST complaint invoice in original				
			2. Consignee address: BHEL C/o followed by site address				
			3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency)				
			5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned				
			6. Invoiced quantity are not more than the PO quantity and MICC quantity				
			7. Ex-works unit rate, Taxes and F&I rates are same as per PO				
			8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes	1 Original + 2 Copy	2. Consignee address: BHEL C/o followed by site address				
			2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address				
			3. Vendor's Invoice No. and Vehicle No. are mentioned				
			4. No. of boxes/ No. of packages are same as per Packing List				
			5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), clarification from site/ MM/ Commercial is needed				
			6. LR is readable				
			7. In case of photocopy, LR is verified by MM				
			8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date				
3	Packing list - showing number of packages, and gross	1 Original + 2 Copy	1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and				

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

	weight/ net weight (if applicable)		Address, Consignor and Consignee Address are mentioned				
			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				
			4. No. of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original + 2 Copy	1. BHEL MICC has been issued prior to the Date of dispatch or on same Date				
			2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch				
			3. Project Name, PO, PO Date, Vendor's Name and Address is correct				
			4. Item description, Quantity and unit of quantity are same as per PO and Invoice				
			5. All hold point in MICC, if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items				
5	Guarantee Certificate	1 Original + 2 Copy	1. Project Name, PO No., Invoice No., LR No. and Date are mentioned				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same				
			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				
7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed				
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate				
8	PVC (if applicable) Invoice is submitted along with the Dispatch Invoice	1 Original + 2 Copy	PVC (If applicable) Invoice is submitted along with the Dispatch Invoice				
			1. PVC Invoice is attached along with Supply Invoice				
			2. Calculation sheet and applicable PVC indices are also enclosed				
			3. If delay in delivery, then PVC indices are as per PO conditions				
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name an address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

10	Other Documents		To be seen as per specific requirement of PO				
<b>To be filled by BHEL-MM only</b>							
11	Date of Submission of Last Billing Document		Date to be mentioned		<b>Not to be filled by Vendor</b>		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Received LR have been accounted for. Withheld amount, if any_____				
14	Packing List - showing number of packages and gross weight & net weight (if applicable)	1 Original	If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed				
15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
<b>*Note:</b>	<b>Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page</b>						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GeM Bid No.</b>	<b>GEM/2026/B/7364495</b>
<b>PROJECT</b>	<b>PGCIL ASHTHA</b>
<b>ITEM/PACKAGE</b>	<b>Battery</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

**ANNEXURE-21**

**FORMAT FOR INSPECTION REQUEST**

1. **Name & Address of Supplier** :
2. **Project** :
3. **Purchase Order No., Revision No. & Date** :
4. **Details of equipment / Material to be Inspected** :

<b>Sl. No.</b>	<b>Material offered for Inspection</b>	<b>P.O. Item No.</b>	<b>Total Quantity Ordered</b>	<b>Quantity offered for Inspection</b>	<b>Quantity Already Cleared</b>	<b>P.O. value of offered qty.</b>

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes / No
6. Whether GTP/Drgs approved in Category — 1 available at place of inspection : Yes / No
7. Whether Quality Plan approved in Category — 1 available at place of inspection : Yes / No
8. Whether all type tests approved by Engineering : Yes / No
9. (a) Place of Inspection & Address :  
(b) Name & contact No. of Supplier rep. for inspection :
10. Sub — supplier contact person's name & contact No. :
11. Weekly off day :
12. Working Hours :
13. Date on which inspection requested :  
(Inspection call to be raised at least 7 days prior to inspection)

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

**Distribution:**

1. Material Management, BHEL, TBG Noida

**Note:**

1. Unsigned inspection request & Inspection requests not given in this format shall not be accepted.
2. Drawings, Quality Plan should be approved in category — I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category — I approved documents, supplier should obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

GeM Bid No.	GEM/2026/B/7364495
PROJECT	PGCIL ASHTHA
ITEM/PACKAGE	Battery
SUBJECT	BID SPECIFIC ATC

ANNEXURE-22

**FORMAT FOR MATERIAL RECEIPT CERTIFICATE (MRC)**



**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
MATERIAL RECEIPT CERTIFICATE**

a)	Site	:	
b)	Invoice No.	:	
c)	LR No. with Date	:	
d)	Vehicle No.	:	
e)	Date of Receipt of Material at Site	:	
f)	Supplier	:	
g)	Material Details (as mentioned below)	:	

Sl. No.	Item Description	Type of Packages	Unit (MT/ km/ No.)	Quantity as per Packing List	Quantity Received	Remarks
1						

**Other Remarks:**

**Signature with Date:**

\_\_\_\_\_

**Name & Designation:**

\_\_\_\_\_

**(with seal)**

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....