

**ADDITIONAL TERMS AND CONDITIONS**

| Sl. No.                            | Tender Term and Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Confirmation from Bidder |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b><u>General Requirements</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 1.                                 | Bidders on GeM portal are hereby agreeing to be bound by General Terms and Conditions for Sale of Goods (GTC), Product Specific Special Terms and Conditions (STC) and Additional (Bid Specific) Terms and Conditions (ATC) as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 2.                                 | Bidder to provide the documents as per pre-qualification requirements (PQR). If bidder not meeting PQR, their offer will be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 3.                                 | Bidder to confirm to provide the Test and Guarantee certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |
| 4.                                 | Offered prices on GeM should be inclusive of all taxes, duties, local levies / transportation / loading-unloading charges etc., as per GTC on GeM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| 5.                                 | Inform the %age of GST charges inclusive in your quoted price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 6.                                 | The Priced-Bids opening / further processing of the tender shall be at sole discretion of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 7.                                 | LD shall be applicable @0.5% of the contract value of delayed qty. per week, not exceeding 10% of the contract value of delayed qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| 8.                                 | 100% payment shall be made within 45/ 60/ 90 days (as applicable for MSE, Medium and Non-MSME vendors, respectively), from the material entry date in BHEL, subject to submission of non-discrepant documents by the vendor, uploading of all documents on BHEL's SUVIDHA portal and acceptance of material by BHEL after receipt.<br><i>Note: This is in supersession of 10 days' time as provided in Clause 12 of GeM GTC and also 45 days from CRAC as provided in the standard format of GeM Bid under Payment Timelines.</i>                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| 9.                                 | MSE vendors shall confirm their status regarding SC/ST-owned and/or Women-owned enterprise. Vendors falling under these categories shall submit supporting documentary evidence, such as Udyam Registration Certificate (indicating the social category & gender of entrepreneur), and any other relevant document indicating such status.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 10.                                | In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ( i.e. RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorized by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract." |                          |
| <b><u>QUALITY REQUIREMENTS</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 1.                                 | Participating vendors to submit their QAP in attached SQP format of BHEL, along with their offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| 2.                                 | Pre-dispatch inspection by BHEL/BHEL nominated inspection agency & NPCIL, as per finally BHEL & NPCIL approved QP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| 3.                                 | Customer (NPCIL) approval of suppliers is required. Ordering only on NPCIL approved/accepted sources. Bidders(s) to submit credentials to take up with NPCIL for approval (format attached).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |
| 4.                                 | BHEL approved NDT procedure should be obtained by vendors before performing NDT (If the same is not already available with the vendor for the job).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |

**Note:**

1. The tender enquiry has been issued on GeM and BHEL portals for wider circulation. However, the offer is to be submitted through GeM portal only. Also, all future corrigendum/corrigenda, addendum/addenda, amendments, time extensions, clarifications, etc. against the published GeM bid shall be issued on GeM portal only. Hence, the bidders are advised to check GeM portal only for latest updates/amendments/communications issued by BHEL against the current tender.
2. To ensure the seamless processing of supplier's invoices, bidders to ensure that invoices for supply orders are registered on Suvidha Portal (<https://suvidha.bhel.in/suvidha/>). Also, uploading of Class 3 digitally signed tax invoices is required in the system.
3. 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:
  - a. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
  - b. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

**SPECIAL TERMS AND CONDITIONS:****Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

**Conflict of Interest:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal; **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

**Breach of Contract, Remedies and Termination:**

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Supplier/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.
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. 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.
- IX. 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.
- X. 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.

Note-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.

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.

**Remedies in case of Breach of Contract:**

- i) Wherein the period as stipulated in the notice issued as mentioned above 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.
- 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.
- 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:

**iv)** In case the amount recovered under as mentioned above 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.

**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:

**a)** from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

**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.

**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.

**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.

**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.

**Note:**

**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:

**(a)** In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

**(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.

**Suspension of Business Dealings with Suppliers / Contractors:**

The offers of the bidders who are under suspension as 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 [www.bhel.com](http://www.bhel.com). If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php).

**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.

**Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and 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 "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**ARBITRATION:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (e.g. "IIAC" (India International Arbitration Centre) (identified by the contract issuing agency- HEEP- BHEL Haridwar) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, 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. 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 (by the contract issuing agency) 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.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (identified by the contract issuing agency)- HEEP- BHEL Haridwar. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at HEEP- BHEL Haridwar. 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. 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. 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. 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. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**JURISDICTION:**

Subject to as mentioned above of this bid / contract, the Civil Court having original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

**GOVERNING LAWS:**

The bid / contract shall be governed by the Law for the time being in force in the Republic of India.

**Force Majeure:**

"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. 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. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc.

The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

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. 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. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not v) Constitute a default or breach of the Contract. vi) 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. 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.

**Cartel Formation:**

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.

#### Fraud Prevention Policy:

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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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

| Terms and Conditions of PQR Clauses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Confirmation from Bidder/Supporting docs. |                       |                              |                              |                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <p><b><u>MANDATORY PRE QUALIFICATION REQUIREMENTS FOR BEARING SHELL ASSEMBLY</u></b></p> <p>1) Vendor should have centrifugal babbiting and machining facilities in-house.</p> <p>2) The vendor shall furnish technical specifications of following facilities available in-house:</p> <p>a) Machining facilities required for carrying out machining as per clause 3.2 of TDC-F-21390101027.</p> <p>b) Babbiting facilities for carrying out babbiting as per clause 3.1 of TDC-F-21390101027. Details of babbiting facility (by centrifugal method) to be furnished.</p> <p>3) The vendor should have supplied at least 20 nos. of Bearings of minimum inner dia.300mm for Large sized Turbo Generators in the past 5 years (on the date of opening of tender).</p> <p>4) In support of the above, the vendor should furnish the following details:</p> <p>a) Experience list of vendor as per following format to be submitted to BHEL along with the offer:</p> <table border="1"><thead><tr><th>Sl. No</th><th>Inner dia. of Bearing</th><th>Weight</th><th>Name and Address of customer</th><th>Year of supply</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>Vendor should furnish copy of PO and its corresponding test certificates, of at least one Bearing from the above list, duly certified by third party inspection agency (like Lloyds, BV, etc) / accepted by customer as supporting documents.</p> <p>5) Vendor to give clause wise confirmation to Technical Delivery Conditions as per BHEL Document No. TDC-F-21390101027, with offer.</p> <p>6) Offer of vendors not meeting above requirements shall not be considered.</p> <p>7) BHEL reserves the right to verify information submitted by the vendor. In case the information is found to be false/ incorrect, the offer shall be rejected.</p> | Sl. No                                    | Inner dia. of Bearing | Weight                       | Name and Address of customer | Year of supply |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Sl. No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Inner dia. of Bearing                     | Weight                | Name and Address of customer | Year of supply               |                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**QUALITY ACTIVITY PLAN (QAP)**

|                                 |  |                        |  |                 |                             |       |  |               |  |                  |  |                    |  |                  |                                          |                   |  |        |  |         |  |
|---------------------------------|--|------------------------|--|-----------------|-----------------------------|-------|--|---------------|--|------------------|--|--------------------|--|------------------|------------------------------------------|-------------------|--|--------|--|---------|--|
| MANUFACTURER'S NAME AND ADDRESS |  |                        |  |                 |                             |       |  |               |  | QUALITY PLAN     |  |                    |  |                  |                                          |                   |  |        |  |         |  |
| ITEM                            |  |                        |  |                 | F/m Bearing Shell Assembly  |       |  |               |  | QP NO.           |  |                    |  |                  | QA/F/QP/Bearing Shell Assembly/ 20261374 |                   |  |        |  |         |  |
| DRG. NO.                        |  |                        |  |                 | AS PER PO                   |       |  |               |  | REV              |  |                    |  |                  | 00                                       |                   |  |        |  |         |  |
| SPEC. & TDC                     |  |                        |  |                 | TDC-F-21390101027 & BHEL PO |       |  |               |  | Page 1 of 2      |  |                    |  |                  |                                          |                   |  |        |  |         |  |
| REV                             |  |                        |  |                 | AS PER PO                   |       |  |               |  |                  |  |                    |  |                  |                                          |                   |  |        |  |         |  |
| SL. NO.                         |  | COMPONENT & OPERATIONS |  | CHARACTERISTICS |                             | CLASS |  | TYPE OF CHECK |  | QUANTUM OF CHECK |  | REFERENCE DOCUMENT |  | ACCEPTANCE NORMS |                                          | FORMAT OF RECORDS |  | AGENCY |  | REMARKS |  |
| 1                               |  | 2                      |  | 3               |                             | 4     |  | 5             |  | 6                |  | 7                  |  | 8                |                                          | 9                 |  | M B N  |  | 11      |  |

| 1. Raw Material |                                                    |                                                                           |       |                                     |      |                          |                               |                            |   |   |   |   |                                                            |
|-----------------|----------------------------------------------------|---------------------------------------------------------------------------|-------|-------------------------------------|------|--------------------------|-------------------------------|----------------------------|---|---|---|---|------------------------------------------------------------|
| 1.1             | Bearing Shell Forging                              | CHEMICAL COMPOSITION + MECHANICAL PROPERTIES                              | MAJOR | CHEMICAL ANALYSIS + MECHANICAL TEST | 100% | HW19361 & BHEL drawing   | HW19361 & BHEL drawing        | MTC                        | ✓ | P | W | - | Raw Material shall be procured from BHEL. Approved source. |
|                 |                                                    | MATERIAL SOUNDNESS                                                        | MAJOR | UT                                  | 100% | HW19361 & BHEL drawing   | HW19361 & BHEL drawing        | UT REPORT                  | ✓ | P | W | - |                                                            |
|                 |                                                    | Visual & Dimension                                                        | MAJOR | Visual & Dimension                  | 100% | BHEL drawing             | BHEL drawing                  | UT REPORT                  | ✓ | P | W | - |                                                            |
| 1.2             | Babbitt Material                                   | Review of Material TCs                                                    | Major | TCs Review                          | 100% | HW12897                  | HW12897                       | Original Test Certificates | ✓ | P | V | - |                                                            |
| 1.3             | Remaining Items As per CBOM                        | Review of Material TCs                                                    | Major | TCs Review                          | 100% | BHEL Spec & Drawing/CBOM | BHEL Spec & Drawing/CBOM      | Original Test Certificates | ✓ | P | V | - |                                                            |
| 2.0 In-process  |                                                    |                                                                           |       |                                     |      |                          |                               |                            |   |   |   |   |                                                            |
| 2.1             | HEAT TREATMENT                                     | DEHYDROGENATION (AS APPLICABLE)                                           | MAJOR | MEASUREMENT OF TEMPERATURE          | 100% | VENDOR STANDARD          | BHEL APPROVED VENDOR STANDARD | Records                    | ✓ | P | V | - |                                                            |
|                 |                                                    | STRESS RELIEVING AFTER ROUGH MACHINING (AS APPLICABLE)                    | MAJOR | MEASUREMENT OF TEMPERATURE          | 100% | VENDOR STANDARD          | VENDOR STANDARD               | SR Report /Chart           | ✓ | P | V | - |                                                            |
| 2.2             | PRE-BABBIT OPERATIONS                              | PRE-BABBIT Proof MACHINING of Bearing shell                               | MAJOR | Visual & Dimensional MEASUREMENT    | 100% | BHEL DRAWING             | BHEL DRAWING                  | Record                     | ✓ | P | V | - |                                                            |
| 2.3             | BABBING                                            | CLEANING, DEGREASING & TUNING PREPARATION BABBING WITH VIRGIN WHITE METAL | MAJOR | VISUAL                              | 100% | BHEL DRAWING & SPEC      | BHEL DRAWING & SPEC           | Record                     | ✓ | P | V | - | By Centrifugal Casting process only                        |
| 2.4             | Proof + Semi Finish Machining of White Metal layer |                                                                           | MAJOR | VISUAL & Physical                   | 100% | VENDOR STANDARD          | VENDOR STANDARD               | Record                     | ✓ | P | V | - |                                                            |

|                            |  |                                                                                                                                                                                                                                                                                                                     |  |                  |  |                                                                                                                                                              |  |
|----------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| MANUFACTURER/SUBCONTRACTOR |  | LEGEND:<br>✓ RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.<br>M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER<br>INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION<br>ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER |  | FOR CUSTOMER USE |  | APPROVED BY                                                                                                                                                  |  |
|                            |  |                                                                                                                                                                                                                                                                                                                     |  |                  |  | <br>Digitally signed by Mishant Kumar<br>Date: 2026.09.22 17:28:38 +05:30 |  |

|                                 |  |                         |  |                                                                                                            |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|---------------------------------|--|-------------------------|--|------------------------------------------------------------------------------------------------------------|--|-------|--|------------------|--|------------------------------------------|--|--------------------------------------|--|--------------------------------------|--|----------------------------------------------------|--|--------|--|---------|--|----|--|---------------------------------------------------------------------------------------------|--|
| MANUFACTURER'S NAME AND ADDRESS |  |                         |  |                                                                                                            |  |       |  |                  |  | QUALITY PLAN                             |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| ITEM                            |  |                         |  | F/m Bearing Shell Assembly                                                                                 |  |       |  | QP NO.           |  | QA/F/QP/Bearing Shell Assembly/ 20261374 |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  |                                                                                                            |  |       |  | REV              |  | 00                                       |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  |                                                                                                            |  |       |  | REV              |  | 00                                       |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| DRG. NO.                        |  |                         |  | AS PER PO                                                                                                  |  |       |  | Page 2 of 2      |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| SPEC. & TDC                     |  |                         |  | TDC-F-21390101027 & BHEL PO                                                                                |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| REV                             |  |                         |  | AS PER PO                                                                                                  |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| SL. NO.                         |  | COMPONENT & OPERATIONS  |  | CHARACTERISTICS                                                                                            |  | CLASS |  | TYPE OF CHECK    |  | QUANTUM OF CHECK                         |  | REFERENCE DOCUMENT                   |  | ACCEPTANCE NORMS                     |  | FORMAT OF RECORDS                                  |  | AGENCY |  | REMARKS |  |    |  |                                                                                             |  |
| 1                               |  | 2                       |  | 3                                                                                                          |  | 4     |  | 5                |  | 6                                        |  | 7                                    |  | 8                                    |  | 9                                                  |  | D      |  | 10      |  | 11 |  |                                                                                             |  |
| 2.5                             |  | NDT After BABBING       |  | DPT                                                                                                        |  | MAJOR |  | NDT              |  | 100%                                     |  | HW0850196 & BHEL Appd. NDT Procedure |  | HW0850196 & BHEL Appd. NDT Procedure |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
|                                 |  | UT                      |  | MAJOR                                                                                                      |  | NDT   |  | 100%             |  | HW0850196 & BHEL Appd. NDT Procedure     |  | HW0850196 & BHEL Appd. NDT Procedure |  | TC                                   |  | ✓                                                  |  | P      |  | W       |  | -  |  |                                                                                             |  |
| 3.0                             |  | Final Inspection        |  |                                                                                                            |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
| 3.1                             |  | AFTER FINISH MACHINING  |  | Visual & DIMENSION CHECK of Complete Assembly including SCORING, DENTS, MACHINING MARKS                    |  | MAJOR |  | MEASUREMENT      |  | 100%                                     |  | BHEL ORDERING DRAWING                |  | BHEL ORDERING DRAWING                |  | TC + LOGSHEET (IF APPLICABLE)                      |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
|                                 |  |                         |  | Blue Matching of JOINT PLANE & filler Gauge Tightness by putting two halves together from inside & outside |  | MAJOR |  | MEASUREMENT      |  | 100%                                     |  | BHEL ORDERING DRG & SPEC.            |  | BHEL ORDERING DRG & SPEC.            |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
|                                 |  |                         |  | VISUAL (FREE FROM BURRS AND DENTS)                                                                         |  | MAJOR |  | VISUAL           |  | 100%                                     |  | BHEL ORDERING DRG & SPEC.            |  | BHEL ORDERING DRG & SPEC.            |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
| 3.2                             |  | IDENTIFICATION Marking  |  |                                                                                                            |  | MAJOR |  | VISUAL           |  | 100%                                     |  | BHEL ORDERING DRG & SPEC.            |  | BHEL ORDERING DRG & SPEC.            |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
| 3.3                             |  | COMPLETENESS OF ITEMS   |  |                                                                                                            |  | MAJOR |  | VISUAL           |  | 100%                                     |  | BHEL ORDERING DRG & SPEC.            |  | BHEL ORDERING DRG & SPEC.            |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
| 3.4                             |  | Painting & Conservation |  |                                                                                                            |  | MAJOR |  | VISUAL           |  | 100%                                     |  | As per BHEL PO / TDC-F-21390101027   |  | As per BHEL PO / TDC-F-21390101027   |  | TC                                                 |  | ✓      |  | P       |  | W  |  | -                                                                                           |  |
|                                 |  |                         |  |                                                                                                            |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  | All the oil holes to be closed during transportation to avoid ingress of foreign materials. |  |
|                                 |  |                         |  | LEGEND:                                                                                                    |  |       |  | FOR CUSTOMER USE |  |                                          |  | APPROVED BY                          |  |                                      |  | Digitally signed by Nishant Kumar Date: 2026.09.22 |  |        |  |         |  |    |  |                                                                                             |  |
| MANUFACTURER/SUBCONTRACTOR      |  |                         |  | RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION             |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  | M: MANUFACTURER / SUBCONTRACTOR                                                                            |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  | N: CUSTOMER                                                                                                |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  | INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION                                                      |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |
|                                 |  |                         |  | ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER                                                 |  |       |  |                  |  |                                          |  |                                      |  |                                      |  |                                                    |  |        |  |         |  |    |  |                                                                                             |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  |                 |  |                             |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|--|-----------------|--|-----------------------------|--|---------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|--|------------------|--|-------------------|--|--------|--|---------|--|
| MANUFACTURER'S NAME AND ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  |                 |  |                             |  |               |  | QUALITY PLAN                                                                                                                                               |  |                                          |  |                  |  |                   |  |        |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  | ITEM            |  | F/m Bearing Shell Assembly  |  |               |  | QP NO.                                                                                                                                                     |  | QA/F/QP/Bearing Shell Assembly/ 20261374 |  |                  |  |                   |  |        |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  | REV             |  | REV                         |  | 00            |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  | DRG. NO.        |  | AS PER PO                   |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                        |  | SPEC. & TDC     |  | TDC-F-21390101027 & BHEL PO |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
| REV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | AS PER PO              |  | Page 3 of 2     |  |                             |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
| SL. NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | COMPONENT & OPERATIONS |  | CHARACTERISTICS |  | CLASS                       |  | TYPE OF CHECK |  | QUANTUM OF CHECK                                                                                                                                           |  | REFERENCE DOCUMENT                       |  | ACCEPTANCE NORMS |  | FORMAT OF RECORDS |  | AGENCY |  | REMARKS |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 2                      |  | 3               |  | 4                           |  | 5             |  | 6                                                                                                                                                          |  | 7                                        |  | 8                |  | 9                 |  | M B N  |  | 10 11   |  |
| 4.0 Packing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                        |  |                 |  |                             |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
| NOTE: 1) All requirements of related drawings/TDC & specifications to be fulfilled, as applicable.<br>2) Test certificates shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise.<br>3) Raw material shall be procured from BHEL approved sources.<br>4) Babbitt metal in bearing is to be casted by centrifuging method.<br>5) NDT Shall be carried out by Level-II Qualified NDT personal, as per ASNT/ISNT requirement.<br>6) Weld repair of Casting/Forging is not permitted. |  |                        |  |                 |  |                             |  |               |  |                                                                                                                                                            |  |                                          |  |                  |  |                   |  |        |  |         |  |
| LEGEND:<br>I: RECORDS IDENTIFIED WITH 'I' TICK SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.<br>M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER<br>P: PERFORM 'W' WITNESS AND 'V' VERIFICATION<br>ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER                                                                                                                                                                                                                                                                          |  |                        |  |                 |  |                             |  |               |  | FOR CUSTOMER USE                                                                                                                                           |  |                                          |  |                  |  |                   |  |        |  |         |  |
| MANUFACTURER/SUBCONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                        |  |                 |  |                             |  |               |  | APPROVED BY<br><br>Mishant Kumar<br>Date: 2026.09.22<br>17:28:33 +05:30 |  |                                          |  |                  |  |                   |  |        |  |         |  |

## **FORM FOR VENDOR EVALUATION**

### **Part A**

#### **Essential Parameter Checklist for Vendor / Sub-Vendor Evaluation**

|   |                                                                                           |  |
|---|-------------------------------------------------------------------------------------------|--|
| 1 | Ref. Tender                                                                               |  |
| 2 | Item/Package and activity for which being evaluated                                       |  |
| 3 | Name of Sub Vendor / Vendor                                                               |  |
| 4 | Manufacturing Location                                                                    |  |
| 5 | Name, Designation, Email and Contact details of Executives to be contacted for evaluation |  |

| Sr. No.  | Description of key attribute                                                                                                                                  | Bidder to check the key attribute and after verification comment in this column | Evaluation remarks, if any |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------|
| <b>A</b> | <b>General</b>                                                                                                                                                |                                                                                 |                            |
| 1.       | Floor space availability for present activities<br>i. Indoor<br>ii. Outdoor<br><br>Floor space availability for future expansion.<br>i. Indoor<br>ii. Outdoor |                                                                                 |                            |
| 2.       | Level of House Keeping                                                                                                                                        |                                                                                 |                            |
| 3.       | Whether the company is blacklisted by any Govt. /PSU/Private entity                                                                                           | <b>Yes / No<br/>(Self-declaration to be certified by the vendor)</b>            |                            |
| <b>B</b> | <b>Financial (for last 3 FYs) [as per PRD-PROC-12]</b>                                                                                                        |                                                                                 |                            |
| 1.       | Average Annual turnover                                                                                                                                       | <b>FY1:<br/>FY2:<br/>FY3:</b>                                                   |                            |
| 2.       | Net Worth                                                                                                                                                     | <b>FY1:<br/>FY2:<br/>FY3:</b>                                                   |                            |
| 3.       | Profit                                                                                                                                                        | <b>FY1:<br/>FY2:<br/>FY3:</b>                                                   |                            |
| <b>C</b> | <b>Technical</b>                                                                                                                                              |                                                                                 |                            |
| 1.       | Qualified and experienced Manpower for Engineering Jobs.                                                                                                      |                                                                                 |                            |
| 2.       | Availability of Codes required for Job execution                                                                                                              |                                                                                 |                            |

|          |                                                                                                                    |                                                                                                       |  |
|----------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--|
| 3.       | Understanding of Indian / International standards and guidelines                                                   |                                                                                                       |  |
| <b>D</b> | <b>Production</b>                                                                                                  |                                                                                                       |  |
| 1.       | Plant & Machinery<br>a) List of major Machinery /Equipment<br>b) General condition & Age                           |                                                                                                       |  |
| 2.       | Experience of special Examination / testing (like Ultrasonic Examination / Helium Leak testing etc.), if required. | Yes/No                                                                                                |  |
| 3.       | Qualified and experienced Manpower in the shop floor to execute the specified job.                                 | Kindly attach Name, Educational qualification and Experience of Personnel top 5 persons on shop floor |  |
| <b>E</b> | <b>Quality System</b>                                                                                              |                                                                                                       |  |
| 1.       | Check the availability of Quality System Manual.                                                                   |                                                                                                       |  |
| 2.       | Validity of Quality Management certification like ISO 9001-2015                                                    |                                                                                                       |  |
| 3.       | Whether organization chart is available?<br>(Attach organization chart)                                            | Yes / No                                                                                              |  |

**Conclusion of Part A Evaluation:**

**FORM FOR VENDOR EVALUATION**

**Part B**  
**General Checklist for Vendor / Sub-Vendor Evaluation**

|   |                                                                                                                                                                                                           |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1 | Ref. Tender                                                                                                                                                                                               |  |
| 2 | Item/Package and activity for which being evaluated                                                                                                                                                       |  |
| 3 | Name of Sub Vendor / Vendor                                                                                                                                                                               |  |
| 4 | Manufacturing Location                                                                                                                                                                                    |  |
| 5 | Name, Designation, Email and Contact details of Executives to be contacted for evaluation                                                                                                                 |  |
| 6 | Key Personnel contacted<br>a) Top Management<br>b) Senior Management<br>c) Head Quality Assurance<br>d) Head Design<br>e) Head Commercial<br>f) Head Procurement<br>g) Head Planning<br>Others (NDT etc.) |  |

| Sr. No.  | Description of key attribute                                                                                                                                                                                                                                                                                                                  | Bidder to check the key attribute and after verification comment in this column                                                                                              | Remark |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>A</b> | <b>General</b>                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                              |        |
| 1        | Recognition details and code stamps like<br><br>ASME UV stamp available,<br>ISO 29990:2010 stamp available,<br>ASME N stamp available,<br>ASME NPT stamp available<br>ISO 9001 stamp available,<br>ISO 14001 stamp available<br>ISO 45001:2018<br>ISO 19443:2018<br>Or any other certificate available<br>(As applicable with respect to job) | Yes/No valid up to<br>Yes/No Valid up to<br>Yes/No Valid up to<br>Yes/No valid up to<br>Yes/No valid up to<br>Yes/No valid up to<br>Yes/No valid up to<br>Yes/No valid up to |        |
| 2        | Level of House Keeping                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                              |        |
| 3        | Whether NPCIL jobs executed / being executed<br>(If yes:<br>Feedback from NPCIL QA                                                                                                                                                                                                                                                            |                                                                                                                                                                              |        |

|          |                                                                                                                                               |                                                                              |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--|
|          | Feedback from NPCIL HQ / Site)                                                                                                                |                                                                              |  |
| 4        | Delivery Schedule for last 20 orders executed<br>(Schedule vs Actual)                                                                         |                                                                              |  |
| <b>B</b> |                                                                                                                                               |                                                                              |  |
| 1.       | Qualified and experienced Manpower for Engineering Jobs.                                                                                      |                                                                              |  |
| 2.       | Availability of Codes required for Job execution                                                                                              |                                                                              |  |
| 3.       | Availability of in-house Drafting Software such as AutoCAD etc.                                                                               |                                                                              |  |
| 4.       | Availability of in-house Modelling Software such as Catia, SolidWorks, etc.                                                                   |                                                                              |  |
| 5.       | Availability of in-house Design Software such as PV elite etc.                                                                                |                                                                              |  |
| 6.       | Availability of in-house Analysis Software such as Ansys, Abaqus etc.                                                                         |                                                                              |  |
| 7.       | Design Experience with in-house team                                                                                                          |                                                                              |  |
| 8.       | Design Experience with outsourcing                                                                                                            |                                                                              |  |
| <b>C</b> |                                                                                                                                               |                                                                              |  |
| 1.       | Plant & Machinery                                                                                                                             |                                                                              |  |
| 2.       | Is there a system of selecting/short listing of sub-vendors?                                                                                  | Yes / No                                                                     |  |
| 3.       | Procedure for Procurement of items available                                                                                                  | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 4.       | Procedure for evaluation of supplier is available                                                                                             | Yes/No<br>Provide copy of document /If part of QMS provide the page number   |  |
| 5.       | Availability of clean room for manufacturing of specific equipment                                                                            | Yes / No                                                                     |  |
| 6.       | Inward Material Inspection available<br>Process Inspection available<br>Final Inspection available<br>(whether above process followed or not) | Yes/ No<br><br>Yes/ No<br><br>Yes/ No                                        |  |
| 7.       | Calibration records available                                                                                                                 | Yes / No                                                                     |  |
| 8.       | Procedure for incoming raw material control is available                                                                                      | Yes / No                                                                     |  |
| 9.       | Procedure for incoming brought item control is available                                                                                      | Yes / No                                                                     |  |
| 10.      | NDE Qualification records available                                                                                                           | Yes / No                                                                     |  |

|          |                                                                                                                                               |                                                                              |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--|
| 11.      | Availability of records pertaining to Quality Control, Production etc.                                                                        | Yes / No                                                                     |  |
| <b>D</b> |                                                                                                                                               |                                                                              |  |
| 1.       | Whether Quality Control Plan and procedures are prepared?                                                                                     | Yes / No                                                                     |  |
| 2.       | What is the level of Head Quality Control in the organization?<br>Qualification of head quality Level II/ Level III in LPT, RT & UT, MPE etc. | Head quality is reporting to<br><br>NDT qualification:                       |  |
| 3.       | Whether QA Manager or Head of Quality Assurance is located as high as other key functionaries in the organization chart?                      | Yes / No                                                                     |  |
| 4.       | Quality Management System (QMS) is available                                                                                                  | Yes / No<br>Attach copy of QMS                                               |  |
| 5.       | Quality Policy of organisation is documented                                                                                                  | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 6.       | QA manual of the organization available                                                                                                       | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 7.       | Procedure for manufacturing of component is available                                                                                         | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 8.       | Procedure for identification and control of materials, parts and components                                                                   | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 9.       | In-house LPT level II/III personnel available                                                                                                 | Provide Name(s) and NDT qualification                                        |  |
| 10.      | In-house UT level II/III personnel available                                                                                                  | Provide Name(s) and NDT qualification                                        |  |
| 11.      | In-house RT level II/III personnel available                                                                                                  | Provide Name(s) and NDT qualification                                        |  |
| 12.      | In-house MPT level II/III personnel available                                                                                                 | Provide Name(s) and NDT qualification                                        |  |
| 13.      | In-house Helium Leak Test level II/III personnel available                                                                                    | Provide Name(s) and NDT qualification                                        |  |
| 14.      | Whether Management review of QA programme is carried out and is documented?                                                                   | Yes / No<br>Provide copy of last review document                             |  |
| 15.      | Responsibilities at various positions is documented                                                                                           | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |

|     |                                                                                                 |                                                                                                                         |  |
|-----|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--|
| 16. | Requirements for qualifications of Personnel in each area of its responsibility is duly defined | Yes / No<br>Provide copy of document /If part of QMS provide the page number                                            |  |
| 17. | Whether training schedule exist                                                                 | Yes / No<br>Provide copy of document                                                                                    |  |
| 18. | Frequency of training imparted to individual                                                    |                                                                                                                         |  |
| 19. | Whether QA personnel responsibility is independent of manufacturing                             | Yes / No                                                                                                                |  |
| 20. | Procedure for Authorization of Personnel for job available                                      | Yes / No<br>Provide copy of document /If part of QMS provide the page number                                            |  |
| 21. | Procedure for Documents control available                                                       | Yes / No<br>Provide copy of document /If part of QMS provide the page number                                            |  |
| 22. | Whether system/procedure exist for addressing Customer complaints and feedbacks                 | Yes/No                                                                                                                  |  |
| 23. | Whether Internal Quality Audits are carried out?                                                | Yes / No<br><br>(Copy of previous internal audit to be attached)                                                        |  |
| 24. | Procedure for internal Audit available and implemented.                                         | Yes / No<br>Provide copy of document /If part of QMS provide the page number<br>Provide the copy of last internal audit |  |
| 25. | What is the frequency of internal auditing?                                                     |                                                                                                                         |  |
| 26. | Whether non-conformance observed during audit is closed?                                        | Yes / No<br>Provide copy of document                                                                                    |  |
| 27. | Procedure for external Audit available and implemented.                                         | Yes / No<br>Provide copy of document /If part of QMS provide the page number<br>Provide copy of last external audit     |  |
| 28. | Whether a procedure to deal with non-conformance during procurement & manufacture, exists?      | Yes / No<br>Provide copy of document /If part of QMS provide the page number                                            |  |

|     |                                                                                                                                                           |                                                                              |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--|
| 29. | Does the procedure specify the method of identification of non-conforming items to prevent inadvertent use?                                               | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 30. | Whether non-conformance items are identified and stored separately?                                                                                       | Yes / No                                                                     |  |
| 31. | Whether periodic review of non-conformance is carried out to avoid repetition?                                                                            | Yes / No<br>Provide copy of document                                         |  |
| 32. | Procedure for design control procedure is available                                                                                                       | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 33. | Procedure for manufacturing of component is available                                                                                                     | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 34. | Procedure for identification and control of materials, parts and components                                                                               | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 35. | Procedure for Calibration and control of measuring, examination and test equipment                                                                        | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 36. | Procedure for control of Manufacturing conditions, equipment available                                                                                    | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 37. | A detailed list of maintenance/calibration of equipment is available                                                                                      | Yes / No<br>Provide copy of document.                                        |  |
| 38. | Procedure for Handling of items during receipt, manufacturing, storage, assembly and shipping is available                                                | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |
| 39. | Procedure for preservation of items throughout the manufacturing process in accordance with the stated requirements and relevant procedures is available. | Yes / No<br>Provide copy of document /If part of QMS provide the page number |  |

|          |                                                                                                                          |                                      |  |
|----------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--|
| 40.      | Whether any procedure to deal with Free Issue Material exists                                                            | Yes / No<br>Provide copy of document |  |
| 41.      | Whether Manufacturing Sequence Plan (MSP) is made and approved?                                                          | Yes / No<br>Provide copy of document |  |
| 42.      | Any change to MSP is approved?                                                                                           | Yes / No<br>Provide copy of document |  |
| 43.      | Whether Quality Control Plan (QCP) is made and approved?                                                                 | Yes / No<br>Provide copy of document |  |
| 44.      | Whether any changes to QCP is approved?                                                                                  | Yes / No<br>Provide copy of document |  |
| 45.      | Whether NDT Procedures are made and approved.                                                                            | Yes / No<br>Provide copy of document |  |
| 46.      | Whether qualification records of welding procedures, NDE personnel are maintained?                                       | Yes / No<br>Provide copy of document |  |
| 47.      | Whether procedure for document control is available                                                                      | Yes / No<br>Provide copy of document |  |
| 48.      | Whether master list of documents such as procedure and drawing is made and circulated?                                   | Yes / No<br>Provide copy of document |  |
| 49.      | Whether obsolete documents are removed or marked to avoid inadvertent use?                                               | Yes / No                             |  |
| 50.      | Whether rejected material or components are removed or marked to avoid inadvertent use?                                  | Yes / No                             |  |
| 51.      | Whether radiographs are stored in the manner that they can be identified and retrieved?                                  | Yes / No                             |  |
| <b>E</b> |                                                                                                                          |                                      |  |
| 1.       | Is the manufacturer described the maintenance support policies & procedure throughout the operating life of the product? |                                      |  |
| 2.       | Is maintenance support available from the supplier for system under consideration?                                       |                                      |  |
| 3.       | Is the list of the service center with contact details available?                                                        |                                      |  |

|          |                                                                                                                                        |          |  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|----------|--|
| 4.       | Whether the types of maintenance services offered by the manufacturer (Call Basis, AMC, CAMC, etc.) are described?                     |          |  |
| 5.       | Is the recommendation of the maintenance spare parts given?                                                                            |          |  |
| 6.       | Whether the technical support for hardware and software will be available throughout the operating life?                               |          |  |
| <b>F</b> |                                                                                                                                        |          |  |
| 1.       | Whether the operating experience database / history of the system under consideration available? If yes, does it cover the followings: |          |  |
| 2.       | Manufacturer's policies and procedures for error tracking, error resolving and feedback mechanism from/to customers                    |          |  |
| 3.       | Number of installations with product serial /model number                                                                              |          |  |
| 4.       | Number of system - operation years completed, change / modification / up-gradation carried out during operating period                 |          |  |
| 5.       | Observed operational performance based on above data                                                                                   |          |  |
| <b>G</b> |                                                                                                                                        |          |  |
| 1.       | Whether safety officer was present in the workshop / factory                                                                           | Yes / No |  |
| 2.       | Whether all the workers were wearing the necessary PPEs (like Helmet, Safety belt etc.)                                                | Yes / No |  |
| <b>H</b> |                                                                                                                                        |          |  |
| 1.       | Whether sole Proprietorship/ Partnership / Limited company                                                                             |          |  |
| 2.       | Name of Proprietor / Partners/ Directors                                                                                               |          |  |
| 3.       | Whether registered for works / supply with Govt. / Quasi Govt. / Public Institutions / Sectors, etc.                                   |          |  |
| 4.       | Experience and other details of Engineering / Procurement/ manufacturing / Structural fabrications, etc.                               |          |  |

|     |                                                                                                                   |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------|--|--|
| 5.  | Civil Suit/Litigation (if any) during last ten years /being executed.                                             |  |  |
| 6.  | Arbitration cases (if any) during the last ten years                                                              |  |  |
| 7.  | Core competence of business                                                                                       |  |  |
| 8.  | Particulars of all contracts and value of contracts executed each year during last five years                     |  |  |
| 9.  | Approximate Value of all contracts committed for Execution During the next three(3) Years                         |  |  |
| 10. | Particulars of Managerial / Engineering Personnel and Technicians in Continuous Employment Since Last three Years |  |  |
| 11. | Positive Net Worth in at least two out of last three years                                                        |  |  |
| 12. | OEM in-house R&D facilities                                                                                       |  |  |
| 13. | Percentage of permanent and contractual employee and Attrition rate                                               |  |  |

## **FORM FOR VENDOR EVALUATION**

### **Part C**

#### **Vendor Evaluation Specific Checklist:**

| <b>Sr. No.</b> | <b>Description of key attribute</b>                                                                                                                                                                                            | <b>Bidder to check the key attribute and after verification comment in this column</b> | <b>Evaluation remarks, if any</b> |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------|
| 1              | Past experience (up to 10 years) of having executed a similar job in terms of fabrication & / machining & / assembly & / testing requirements of the purchase order                                                            | Yes / No                                                                               |                                   |
| 2              | In-house availability of applicable codes & standards.<br>Any specific requirement of Code indicated in Technical Specification like ASME Section III NB requirement for welding consumables lot, N-stamp, NCA compliance etc. | Yes / No                                                                               |                                   |
| 3              | In-house fabrication facility for CS & SS welding as required in purchase order.                                                                                                                                               | Yes / No                                                                               |                                   |
| 4              | Requirement of any specific machinery, tool, tackles, fixtures given in Technical specification as part of in-house facility or to be acquired.                                                                                | Yes / No                                                                               |                                   |
| 5              | Capability of machineries to meet requirement of Job i.e. able to machine the size of intended job, achieve stringent tolerance & dimensions during different fabrication activities, etc.                                     | Yes / No                                                                               |                                   |
| 6              | Availability of qualified operators for in-house machineries                                                                                                                                                                   | Yes / No                                                                               |                                   |
| 7              | Qualified and experienced manpower for design / production / inspection / planning / assembly etc. as required for executing the purchase order within stipulated time.                                                        | Yes / No                                                                               |                                   |
| 8              | Availability of in-house NDE inspection facilities along with required experienced man-power.                                                                                                                                  | Yes / No                                                                               |                                   |
| 9              | Availability of in-house facilities for Heat Treatment / surface treatment required in purchase order. If outsourced, acceptance of the third-party supplier or previous orders executed                                       | Yes / No                                                                               |                                   |
| 10             | Requirement of any specific testing facility, manufacturing set-up etc.                                                                                                                                                        | Yes / No                                                                               |                                   |

**ANNEXURE- 1****CHECK LIST**

**NOTE:** - 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>                                                      | Name: Mr./ Ms.<br>Designation:<br>Telephone No:<br>Mobile No:<br>Email ID: |                           |
| <b>D</b> | <b>EMD DETAILS</b>                                                                                    |                                                                            |                           |
| <b>E</b> | <b>DESCRIPTION</b>                                                                                    | <b>APPLICABILITY (BY BHEL)</b>                                             | <b>ENCLOSED BY BIDDER</b> |
| i.       | Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.   | Applicable/<br>Not Applicable                                              | YES / NO                  |
| ii.      | Whether all pages of the Tender documents including annexures, appendices etc are read and understood | Applicable/<br>Not Applicable                                              | YES / NO                  |
| iii.     | Audited Balance Sheet and profit & Loss Account for the last three years                              | Applicable/<br>Not Applicable                                              | YES / NO                  |
| iv.      | Copy of PAN Card & GST registration                                                                   | Applicable/<br>Not Applicable                                              | YES / NO                  |
| v.       | Submission of <b>MSE certificate</b> as specified in Tender                                           | Applicable/<br>Not Applicable                                              | YES / NO                  |
| vi.      | <b>Offer forwarding letter</b> / tender submission letter as per Annexure – 2                         | Applicable/<br>Not Applicable                                              | YES / NO                  |
| vii.     | Submission of <b>Certificate of No Deviation</b> as per Annexure – 3                                  | Applicable/<br>Not Applicable                                              | YES / NO                  |
| viii.    | Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure – 4      | Applicable/<br>Not Applicable                                              | YES / NO                  |
| ix.      | Declaration by <b>Authorized Signatory</b> as per Annexure – 5                                        | Applicable/<br>Not Applicable                                              | YES / NO                  |
| x.       | Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents Annexure – 6 | Applicable/<br>Not Applicable                                              | YES / NO                  |
| xi.      | Submission of <b>Non-Disclosure Certificate</b> as per Annexure – 7                                   | Applicable/<br>Not Applicable                                              | YES / NO                  |
| xii.     | Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure – 8                        | Applicable/<br>Not Applicable                                              | YES / NO                  |

|        |                                                                                                              |                               |          |
|--------|--------------------------------------------------------------------------------------------------------------|-------------------------------|----------|
| xiii.  | Declaration <b>confirming knowledge about Site Conditions</b> as per Annexure – 9                            | Applicable/<br>Not Applicable | YES / NO |
| xiv.   | Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure – 10                   | Applicable/<br>Not Applicable | YES / NO |
| xv.    | Declaration for <b>relation in BHEL</b> as per Annexure – 11                                                 | Applicable/<br>Not Applicable | YES / NO |
| xvi.   | Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure – 12   | Applicable/<br>Not Applicable | YES / NO |
| xvii.  | Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 13 | Applicable/<br>Not Applicable | YES / NO |
| xviii. | <b>Bank Account Details</b> for E-Payment as per Annexure – 14                                               | Applicable/<br>Not Applicable | YES / NO |
| xix.   | <b>Power of Attorney</b> for submission of tender as per Annexure – 15                                       | Applicable/<br>Not Applicable | YES / NO |
| xx.    | <b>Proforma of Bank Guarantee for Earnest Money</b> as per Annexure – 16                                     | Applicable/<br>Not Applicable | YES / NO |

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE :**

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

**ANNEXURE - 2****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,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM Bid No: .....

Having examined the tender documents against your GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works 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.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**ANNEXURE- 3****CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----  
-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: .....  
2) All other pertinent issues till date

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.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

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

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized  
representative of the bidder)**

Date:

Place:

**ANNEXURE- 4****UNDERTAKING**

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

-----  
-----  
**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

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

**Ref:** GeM Bid Specification No:

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.

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

Place:

Date:

**ANNEXURE – 5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

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

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.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

**ANNEXURE – 6****DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

-----  
-----  
To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM Bid No. &amp; Date: .....

2) All other pertinent issues till date

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.

Yours faithfully,

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

**Date:**

**ANNEXURE – 10****DECLARATION**

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

To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **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, \_\_\_\_\_ (NA, if not applicable)

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

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

Regards,

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE – 11****DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration for relation in BHEL**

**Ref:** 1) GeM Bid Specification No: .....

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

**Tick (✓) any one as applicable:**

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

OR

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

i.

ii.

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

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.

**ANNEXURE – 12**

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

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

-----  
-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**ANNEXURE – 13****DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

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

To,

(Write Name &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref:** 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** 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.

**ANNEXURE – 14****BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**  
**BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

-----

1. Beneficiary Name :
  
2. Beneficiary Account No. :
  
3. Bank Name & Branch :
  
4. City/Place :
  
5. 9 digit MICR Code of Bank Branch :
  
6. IFSC Code of Bank Branch :
  
7. Beneficiary E-mail ID :  
(for payment confirmation)

**NOTE:** In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

**ANNEXURE – 15****POWER OF ATTORNEY for SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. \_\_\_\_\_, whose signature given below herewith to be true and lawful Attorney of M/s. \_\_\_\_\_ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with \_\_\_\_\_ vide GeM Bid No: \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**ONE SIDED****NON DISCLOSURE AGREEMENT**

**THIS NON DISCLOSURE AGREEMENT** (this "**Agreement**") entered into on this ..... day of June, 20.. (the "**Effective Date**")

By and Between

**Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India)**, a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "**BHEL**" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

**ABC**, a Company incorporated under the laws of ..... and having its registered office at ..... (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

**WHEREAS**

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for \_\_\_\_\_, for the purpose of .....products in India ('the Purpose');
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE:** Purpose to ne mentioned here.
2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
4. **Confidential Information**
  - (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
  - (b)
    - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
    - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
  - (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
    - (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
    - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
    - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

- (4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

- (d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

## 5. **Disclosure**

In consideration of the disclosure of Confidential Information by, the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
  - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
  - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
  - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
  - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing of other data protection agreement

## **6. Restriction on Use**

- (a)** The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
  - (i) disclose the Confidential Information to any third party; or
  - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b)** The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c)** The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d)** The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

**7. Protection of Confidential Information**

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

**8. No Further Warranties**

The Confidential Information shall be disclosed on an "**as is**" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

**9. No Further Business Arrangement**

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

**10. Term**

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

**11. Injunctive remedy**

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

## **12. Return of Confidential Information**

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

## **13. Notice of Breach**

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

## **14. Survival**

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

#### **15. Governing Law & Dispute Resolution**

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be \_\_\_\_\_(the place from where the contract is issued)

#### **16. No Publication**

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

#### **17. Miscellaneous**

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

## 18. **Notices**

All notices, documents, consents, approvals or other communications (a 'Notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:

BHEL, then to,

\_\_\_\_\_

\_\_\_\_\_

Phone :

Fax :

E-mail :

ABC, then to,

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

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

Phone :

Fax :

E-mail :

**19. Counterparts, Telefax Signatures**

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

**IN WITNESS WHEREOF**, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

| <b>For Bharat Heavy Electricals Limited</b>                    | <b>For ABC</b>                                                 |
|----------------------------------------------------------------|----------------------------------------------------------------|
| <b>Signature: .....</b><br><b>Name:</b><br><b>Designation:</b> | <b>Signature: .....</b><br><b>Name:</b><br><b>Designation:</b> |
| <b>Signature: .....</b><br><b>Name:</b><br><b>Designation:</b> | <b>Signature: .....</b><br><b>Name:</b><br><b>Designation:</b> |

**BOTH SIDED**