



BHEL ref . B/4011/2025/2081/V1 for the requirement of LP BYPASS SYSTEM WITH SPARES for Yamuna nagar project on GeM Portal

LIST OF ENCLOSURES

	<u>Document</u>	<u>Number of pages</u>
1.	PRE-QUALIFICATION REQUIREMENT	04
2.	SCOPE OF SUPPLY (ANNEXURE-I)	01
3.	BUYER SPECIFIC TERMS & CONDITIONS OF TENDER	18
4.	MADE IN INDIA DECLARATION FORMAT	01
5.	FCA FORMAT	07
6.	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY	03
7.	INTEGRITY PACT	05
8.	CUSTOMER APPROVED QP FOR LPBP	11
9.	NO DEVIATION CERTIFICATE	01
10.	AANEXURE-B (CUSTOMER APPROVAL & PROVENNESS REQUIREMENT	27
	TOTAL PAGES	78

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PRE-QUALIFICATION REQUIREMENTS FOR "LP BYPASS SYSTEM"

Clause No.	Pre-Qualification Requirements (Bidder to meet either Clause 1 or Clause 2 of PQR, as applicable)	Bidder's Response
1.	<p>a. The bidder should be Original Equipment manufacturer (OEM) of LP Bypass System [consisting of electro-hydraulically actuated LP Bypass Valve along with Water Injection Valve and Hydraulic Power Supply Unit (HPSU)]. The bidder to confirm that they have previously designed, manufactured, tested, supplied, erected & commissioned LP Bypass System for 660MW or higher capacity steam turbine unit. Further, design temperature for LP Bypass Valve should be 593° C or above.</p> <p>b. The bidder to confirm that the equipment(s) as per Clause No. 1.a above are in successful operation in at least one (1) plant for a period not less than one (1) year before the date of issuance of enquiry.</p> <p>c. The bidder to also confirm that they have previously supplied & commissioned the required instrumentation i.e. Transmitters, Switches and gauges compatible with HPSU/EHA's of LPBP system for steam turbine applications.</p> <p>d. The bidder to also submit experience details as per Annexure-A (copy enclosed) of supplied LPBP system complying the requirements mentioned at clause no. 1a, 1b & 1c above. Further, the date of issue of experience certificate shall not be earlier than 15 years from the date of issuance of enquiry.</p>	<p>(a) Yes/No</p> <p>(b) Yes/No</p> <p>(c) Yes/No</p> <p>(d) Yes/No</p>
OR		
2.	<p>a. The bidder (A Joint Venture/ Subsidiary Company/Sister Company/Collaborator company) formed for manufacturing and supply of LPBP system in India can be considered, provided it has a valid collaboration or licensing agreement for design, engineering & manufacturing of LP Bypass system in India with a qualified equipment manufacturer (QEM) who meets the requirements stipulated at Clause-1 above. Further, the bidder to ensure that Collaboration/Licensing agreement shall remain valid for at least seven (7) years from the date of issuance of enquiry.</p> <p>b. The bidder to furnish the following documents/confirmation:-</p> <p>i. Annexure-A with Experience details of Qualified Equipment manufacturer (QEM) for LPBP system as per Clause No. 1.d above.</p> <p>ii. Filled-in Annexure-B along with Valid Collaboration/Licensing agreement as per Annexure-B.</p> <p>iii. Annexure-C (Declaration filled & signed by QEM)</p> <p>iv. Confirmation to submit DJU in which the executants of the DJU shall be jointly and severally liable for the successful performance of the equipment.</p> <p>v. Confirmation that LPBP system equipments viz. LPBP valve, EHA, HPSU, Casting and Forgings shall be procured from its QEM or QEM approved sub vendor only. QEM approved sub-vendor list may be furnished to BHEL for review.</p>	<p>(a) Yes/No</p> <p>Document enclosed</p> <p>i Yes/No</p> <p>ii Yes/No</p> <p>iii Yes/No</p> <p>iv Yes/No</p> <p>v Yes/No</p>

Signature of authorized signatory.....
(Name & Designation with seal)

Notes: -

1. Against Bidder's replies, BHEL reserves the right to ask for more information/documents/clarifications. Bidder's offer shall not be considered if Bidder fails to furnish the document/information/clarifications as mentioned above or Bidder doesn't meet the above acceptance criteria.

Sr. Manager (STE-TG) *विशाल 27/03/25*

DGM (STE-TG) *विशाल 27/3/25*

AGM (STE-TG, TF & TS) *विशाल 30/03/2025*

AGM & HOD (STE) *Prakash 30/03/2025*

Manager (CIE) *अक्षय कुमार 29/03/25*

SDGM (CIE) *अक्षय कुमार 29/3/25*

AGM (CIE) *अक्षय कुमार 29/3/2025*

ANNEXURE-A

Experience Details for LP Bypass System: -

S. No.	Details	BHEL Requirement	Bidder's Response
1.	Name of the station and its Location		
2.	Client name and its address, Fax no. & Tel. No.		
3.	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization		
4.	Purchase Order No. & Date		
5.	Capacity/Rating in MW of individual Steam Turbine Unit	≥ 660 MW	
6.	No. of Units		
7.	Date of Commissioning of LPBP system		
8.	Date of Commencement of Successful Operation		
9.	Years of successful operation as on date of issuance of enquiry	1 years (Min.)	
10.	Mandatory enclosures: - Certificate of satisfactory operation from their client/end user. Further, experience certificate shall contain at least the following information: i. Name of supplier ii. Name of power plant & Unit rating (in MW) in which LPBP system is installed iii. Design flow, pressure & temperature of LPBP valve iv. Operating flow, pressure & temperature of LPBP valve v. Performance status of LPBP system vi. Date of commissioning of LPBP system/Power plant start date/ plant synchronization date vii. Date of issuance of certificate		
11.	LPBP system designed by: (Please indicate separately for each point below) a. Design/ Sizing calculations of LPBP valve done by b. Design/ Sizing calculations of Desuperheater of LPBP valve done by c. Design/ Sizing calculations of Actuators of LPBP valve done by d. Design/ Sizing calculations of Water Injection valve done by e. Design/ Sizing calculations of Actuator of Water Injection valve done by f. Design/ Sizing calculations of HPSU done by		
12.	LPBP system manufactured by: (Please indicate separately for each point below) a. LPBP valve manufactured by b. Desuperheater of LPBP valve manufactured by c. Actuators of LPBP valve manufactured by d. Water Injection valve manufactured by e. Actuator of Water Injection valve manufactured by f. HPSU manufactured by		
13.	Control system designed by		
14.	Control system manufactured by		
15.	Design steam temp. for LPBP Valve	≥ 593° C	
16.	Design steam flow & pressure		
17.	Type of actuator of LPBP Valve	Electro-Hydraulic	
18.	Type of LPBP Valve (Single Stem/Double Stem)/ size		
19.	Body material of LPBP Valve		
20.	Make & model no. of Actuator of LPBP Valve		
21.	Make & model no. of Servo/Proportional Valve		
22.	Make of Hydraulic Power Supply Unit (HPSU)		
23.	Operating Hydraulic Pressure		
24.	Working Fluid (Mineral Oil/Fire Resistant Fluid)		
25.	Design Spray Water Flow (T/hr)		
26.	Spray Water Press/Temp. (ata/deg.)		
27.	Type of Actuator of water injection valve		

Information against Sl. No.1-17 are to be mandatorily provided by the bidders. Further, the bidder to submit all supporting documents like Sizing calculations, datasheet & drawings of supplied LPBP Valve (with Actuators), Water Injection Valve (with actuator) & HPSU and schematic drawings of actuators & HPSU along with their functional write-up for BHEL information.

Signature of authorized signatory.....
(Name & Designation with seal)

Handwritten signature and stamp

Annexure-B

Details of Collaboration agreement between bidder (Indian JV /Subsidiary/Sister/ collaborator Company) and Qualified equipment manufacturer for manufacturing & supply of LPBP System			
Sl. NO.	Item Description	BHEL Requirement	Applicable data
1.	Name and address with telephone no. of the bidder (Indian JV/subsidiary company/Sister/collaborator Company) proposed for manufacturing & supply of LP Bypass system.		
2.	Name and address with telephone no. of the Authorised representative(s) of bidder (Indian JV/subsidiary company/ Sister/ collaborator Company)		
3.	Name and address with telephone no. of qualified equipment manufacturer Company who meets the requirement of clause 1 of Pre-qualification requirement (PQR).		
4.	Name and address with telephone no. of the Authorised representative(s) of qualified equipment manufacturer company) meeting clause no. 1 of PQR.		
5.	M/s. (Indian JV/subsidiary / Sister /collaborator Company has a valid collaboration or licensing agreement with M/s..... (/ qualified equipment manufacturer company) for design, Engineering, manufacturing & supply of LP Bypass system in India.	The Bidder to furnish valid collaboration/licensing agreement which should be in place within one month from the date of issuance of enquiry and shall be maintained for a lock-in period of seven (7) years from the date of issuance of enquiry.	
6.	The Bidder to furnish commitment for lock in period for technology collaboration or licensing agreement.	Confirmation to be provided by the Bidder	
7.	Date of Commencement/date of agreement of collaboration or licensing agreement.	within one month from the date of issuance of enquiry	
8.	Validity/End date of collaboration or licensing agreement.	Minimum Seven years from the date of issuance of enquiry	
9.	Established manufacturing & testing facility for LPBP system at Bidder's works duly verified by Qualified equipment manufacturer	Confirmation to be provided by the Bidder	

The Bidder to submit documentary evidence in support of above requirements.

Signature of authorized signatory.....
(Name & Designation with seal)

राजेश विराल

Annexure-C

DECLARATION

[to be signed by the Qualified Equipment Manufacturer

QEM (M/s _____)]

Reference: BHEL tender enquiry no. for supply
of LP Bypass system against projects
by Bidder(M/s.....)

1. We hereby confirm that: -
 - a) The Bidder have established manufacturing and testing facilities at its works as per QEM design, manufacturing and quality control system for LP Bypass system being offered in the BHEL tender enquiry.
 - b) we shall submit DJU in which each of the executants of the DJU shall be jointly and severally liable for the successful performance of the LP Bypass system equipment (preferably within one month of placement of order by BHEL).
2. In the event of ordering of LP Bypass system by BHEL to the bidder, the QEM hereby declare that: -
 - a) We shall ensure that collaboration agreement named between QEM & bidder for LP Bypass system equipments being offered in the BHEL tender enquiry shall remain valid for at least seven (7) years from the date of issuance of enquiry.
 - b) We shall provide all design, design calculations, manufacturing drawings etc. of LP Bypass system and also provide technical and quality surveillance, assistance and supervision during manufacturing, testing, erection & commissioning of LP Bypass system being offered in the BHEL tender enquiry.
 - c) We shall provide approved sub vendor list for LPBP system equipments being offered in the BHEL tender enquiry viz. LPBP valve, EHA, HPSU, Casting and Forgings for procurement by bidder.
 - d) We shall take guarantee of the process and will be responsible for all warranty issues for complete LP Bypass system supplied by the bidder.
 - e) We shall author/vett LP Bypass system documents submitted by the bidder, after placement of order for review & approval by BHEL/end customer.
 - f) We shall provide the required technical & service support or alternative solutions for any issues reported during operation of LP Bypass system.

Enclosures (if any): -

Date:

Signature of authorized signatory

[Qualified Equipment Manufacturer (QEM)].....

(Name & Designation with seal)

Handwritten signature and date in blue ink.

**Purchase Indent No. 20252081 Rev. 00**

1. Total scope of supply against 1x800 MW Yamuna Nagar project shall be as per the details given below:

SL. No.	Description	Qty
1.	LP Bypass Valve with EHA & Desuperheater	02 Set
2.	Hydraulic Power Supply Unit (HPSU)	01 Set
3.	Water Injection Control Valve with Hydraulic Actuator	02 No.
4.	Flow Nozzle for WIV	02 No.
5.	Dump Tube	02 No.
6.	Steam Blowing devices for LPBP valves	02 Set
7.	Hydraulic test devices for LPBP valve	02 Set
8.	Assembly & disassembly device	01 Set
9.	Flushing Device for Control Fluid System	01 Set
10.	Filling and gauging device for hydraulic accumulator	01 No.
11.	Motorized control fluid pump for filling of fluid in CF Tank for HPSU	01 No.
12.	Special tools & tackles as per clause-8.0 of ST47050 (Refer Point No.3)	01 set
13.	Mandatory spares as per BHEL Drg No. 1-12300-30200 & 4-18000-H1011	01 Set
14.	Commissioning Spares as BHEL Drg No.3-12300-56005	01 Set
15.	Servo Valve (as spare)	01 No. each type & model
16.	Solenoid Valve (as spare)	01 No. each type & module
17.	Supervision and Training to customer during erection and commissioning at site for each TG set	To be provided at site

2. Following BHEL Drawings/specification may be referred:

- Drg. No.2-12300-33000 Rev.00 (sh.01 &sh.02) for 'LP Bypass System'.
 - ST47050 Rev.02.
 - C&I Addendum to ST47050 (Yamuna Nagar (800 MW))
 - Drg. No.2-12300-33001 Rev.00 for 'Input/Process data for LPBP valve and actuators.
 - Drg. No.3-12300-33002 Rev.00 for 'Arrangement of LPBP valve along with associated equipment'.
 - Drg. No.2-12300-33003 Rev.00 for 'Water Injection valve with Actuator'.
 - Drg. No.3-12300-56005 Rev.04 for 'Commissioning spare parts for LP Bypass System'
 - Drg. No.3-13360-91501 Rev.00 for 'Flow Nozzle for W.I.V.'
 - Drg. No.1-12300-32004 for 'Schematic Diagram HPSU'
 - Drg. No.1-12300-33200 Rev. 00 for 'STE Mandatory spares'.
 - Drg. No. 4-18000-H1011 Rev. 00 for 'CIE Mandatory spares'.
 - Drg. No.0-12321-30500 Rev.00 for 'Suspension of LP Bypass valve'.
 - Drg. No.1-12300-56008 Rev 00 for 'Recommended Spares'.
 - Annexure-II A & II B (Check list to be submitted along with the offer).
 - Annexure-III (Master list of documents)
 - Annexure-P (Painting)
 - Annexure-B for 'Provenness requirement of vendor approval' by customer
 - ST22007, HW0232898 for FRF & packing specification
3. In case special tools & tackles are not offered, these will have to be supplied free of cost, if required, at any stage of the project in future.
4. Mandatory spares shall be packed in a separate Box & shall be painted with Green color for easy identification at site.
5. Soft & Hard copies of O&M manuals to be supplied as per special instructions in purchase indent.

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS
ITEM NAME: LP BYPASS SYSTEM AND ITS MANDATORY SPARES
PROJECTS: 1x800 MW YAMUNA NAGAR

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of **LP BYPASS SYSTEM AND ITS MANDATORY SPARES and its Mandatory Spares for Yamuna nagar project** :

ITEM-NO	MATERIAL CODE & ITEM DESCRIPTION	QTY.	UNIT	PROJECT	Delivery as per COMML EMAIL (FOR SUPPLY COMPLETION)
1	WS9031230006 DRG: 21230033000 REV:00 LP BYPASS VALVE WITH EHA AND D ESUPERHEATER, HPSU, WIV, FLOW NOZZLE, DUMP TUBE SPEC: ST47050 REV: 02	1	SET	YAMUNA NAGAR	30.04.2027
	Total qty	1	SET		
2	WS9731230009 DRG: 11230033200 REV:00 MANDATORY SPARES FOR LP BYPASS SYSTEM SPEC: ST47050 REV: 02	1	SET	YAMUNA NAGAR SPARES	30.04.2027
	Total qty	1	SET		
3	ST9731324720 DRG: 418000H1011 REV:00 Electrical and C&I mandatory s pares LPBYPASS system_	1	SET	YAMUNA NAGAR SPARES	30.04.2027
	Total qty	1	SET		

2. Project Detail:

Project Name	1X800MW YAMUNA NAGAR HPGCL
Consignee Address	OFFICE OF CHIEF ENGINEER/DCRTPP, HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL), 1X800 MW ULTRA SUPERCRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT (DCRTPP), VPO- PANSARA, YAMUNA NAGAR, HARYANA-135001, INDIA

3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer EMD is applicable to all the bidders irrespective of PMD bidders/GeM provisions.

Details	Amount In INR	Type
EMD	INR 6,00,000/- (Six lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.2: Exemption of EMD

As per GeM GTC following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Productor Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- b. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- d. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- e. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- f. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- g. Central / State PSUs.
- h. In addition to above GeM conditions, offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.**

3.3: Forfeiture of EMD:

- a. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- d. Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 10% of contract value (excluding taxes) from contractor / Supplier.
- e. EMD/PBG/PS shall not carry any interest.

4. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

4.1 Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

- I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- V. Insurance Surety Bond.

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

4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

5. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC;

Sl. No.	Terms	Description	Supplier confirmation
1.	Documents Checklist:	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none"> • Buyer Specific T&C. • Technical PQR & its supportive document. • Technical drawing & purchase specification. • Quality plan. • Certificate/self-certification for minimum local content as per PPP-MII order. • Replica of price bid schedule without prices with part-I offer. 	
2.	Compliance of GTC on GeM	<p>General Terms and Conditions on GeM 4.0 (Version 1.28) dated 22.12.2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.</p>	
3.	Customer approval requirement	<p>Kindly note that supplier approval from customer is mandatory for consideration of their offer. Proneness requirement has been mentioned in ANNEXURE-B. Kindly SUBMIT the filled-in ANNEXURE-C along with applicable filled-in forms & supporting documents for review & approval by customer.</p> <p>Bidders are requested to submit their credentials along with offer (Credentials should include BHEL P.O.s on vendor for the same rating or higher rating turbines, Experience of vendor with state utilities and major PSU like NTPC, End User Certificate wherever available), in order to take up with end customer for approval</p> <p>Supplier to submit following credentials for arranging Customer approval:-</p> <ul style="list-style-type: none"> • Company Profile • List of Order Executed/ on hand for Power Sector/Gov. organization of same /similar items • Copy of Major Supply Orders • Performance Certificates for Satisfactory working of System/ Equipment from end users Item. <p>The offer of only those bidders, who meet Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer, will be considered for price-bid opening & RA for the requirement against this enquiry.</p>	
4.	Pre-Qualification Requirements	<p>The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</p>	
5.	Make in India Clause	<p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same</p>	

		<p>shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"</p> <p>As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.</p>	
6.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
7.	Bid validity/ Validity of offer	<p>Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal.</p> <p>Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.</p> <p>The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.</p>	
8.	Prices/Basis of Quotation	<p>Prices: The offered prices of the items shall remain firm and fixed till execution of the contract , kindly confirm.</p> <p>Ensure to quote your price inclusive of packing, forwarding, Freight & GST for Total quantity on GeM portal.</p> <p>Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.</p> <p>The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.</p>	
9.	Loading and unloading	<p>Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope.</p> <p>Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the vendor. Kindly note</p>	
10.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes and service together with total cost involved for delivery up to BHEL project sites (considering material cost, taxes & duties and Freight charges up to Project site).	
11.	Evaluation Currency	The evaluation currency for this tender shall be INR.	

12.	Payment terms:	<p>For Material Portion;</p> <p>The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date).</p> <table border="1" data-bbox="375 247 1245 417"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p>For Supervision during E&C of equipment at project site ;</p> <p>100% payment against submission of Successful Commissioning or installation Certificate/Time Sheet/MOM signed by Project authorities along with Invoice direct to BHEL.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
13.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
14.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
15.	Delivery Period	<p>Please note that BHEL's Delivery requirements are mentioned in point no 1 of above.</p> <p>Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.</p> <p>Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.</p> <p>Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.</p>									
16.	Technical Requirements	<p>Scope of supply & other special instructions have been mentioned in Annexure-I kindly submit your offer accordingly and the same will be made a part of PO.</p> <p>Price break -up of different items under scope of supply mentioned in Annexure-I to be furnished in the event of ordering, pl note.</p> <p>Kindly ensure completeness of their offer & furnish the check list as per Annexure-IIA &II B duly filled along with the offer.</p> <p>In case of order , kindly confirm to furnish the documents as per the list of master documents (ANNEXURE-III) within four weeks of the date of placement of P.O.</p> <p>THE vendor to include commissioning spares in their offer as per BHEL DRG. NO.3-12300-56005.</p> <p>SCOPE OF SUPPLY & OTHER SPECIAL INSTRUCTIONS HAVE BEEN MENTIONED IN ANNEXURE-I AND THE SAME SHALL BE PART OF MAIN PURCHASE ORDER.</p> <p>IN the event of ordering the vendor shall furnish all the documents as per ANNEXURE-III (MDL), complying time schedule mentioned therein. further, BHEL approval on documents shall be given within 30 days subject to finalization of documents by vendor to the satisfaction of BHEL/end customer post all clarifications/comments</p> <p>The document no. THE DOCUMENT "C&I ADDENDUM TO ST47050 (YAMUNA NAGAR)" is also a part of purchase specification and shall be complied BY bidder,</p>									

		kindly confirm.	
		Kindly furnish item wise price of each item referred IN BHEL DRAWING 11230033200 & 418000H1011	
		The vendor to provide 3D MODELS for the supplied equipment assemblies (having all the components included) complete with all connection points/interface for the purpose of 3D power plant layout to be done by BHEL as per customer specification requirements. The file format of 3d model shall be informed by BHEL and the same shall be subject to customer approval, kindly confirm.	
		In case of any conflict between stipulations in various portion of the specification, most stringent stipulation would be applicable for implementation by the vendor without any cost or delivery implication to BHEL. PL confirm.	
		Deviation, if any, whether major or minor, should be brought out very clearly on deviation sheet along with the offer. In the absence of any deviation, the offer shall be deemed to be in full conformity with the specification. Hidden deviation in the offer shall not be acceptable or binding on BHEL. PL note & confirm.	
		Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in documents submission/approval shall be on either side.	
		LPBP documents submitted by vendor for BHEL's approval shall also be subject to customer's approval. Therefore timely submission of the complete set of LPBP system documents must be ensured by the vendor.	
17.	Technical Document/ Drawing approval conditions	<p>Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt.</p> <p>Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document submission and approval shall not exceed 30 days for respective party.</p> <p>Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.</p>	
18.	Recommended Spares	Please submit item wise price list of each item referred in BHEL Drawing no 1-12300-56008 (Recommended Spare Parts) for our reference and future ordering (if required) and not to be considered for Evaluation for this tender.	
19.	Supervision during Erection & Commissioning and Training	<p>The supplier to carry out the supervision work during E&C of the equipment at project site, kindly Confirm that following charges have been quoted separately in your offer :</p> <ol style="list-style-type: none"> 1. Per ManDay Charges for Training, Supervision during Erection & Commissioning (lump sum & inclusive of everything i.e. lodging, fooding, boarding etc.) 2. Per Visit Charges (to & FRO to our site) for Training regarding design/construction features, operation & maintenance of the supplied equipments (Including C&I) to customer's/BHEL Engineers, Supervision during Erection & Commissioning. <p>A total period of 14 mandays (Inclusive of 02 days training) and 02 Visits will be</p>	

		<p>taken for evaluation purpose FOR 01 TG set of Yamuna Nagar project. However, payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training endorsed by project site.</p> <p>Please ensure that “Per Man Day” & “Per Visit” charges for Supervision during Erection & Commissioning and Training including every expense are quoted.</p>	
		<p>Please note that the vendor should send a checklist to BHEL prior to deputation of competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. <u>In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative & the vendor.</u></p>	
		<p>Kindly note that you have to make a visit of 02-03 days to project site at a suitable point of time during erection, to streamline all the erection & commissioning activities of your supplied equipment’s and to ensure completeness of all equipment’s/tools etc., which are required for commissioning of the equipment’s.</p>	
		<p>Please confirm that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST .</p>	
20.	Painting requirement	<p>Painting will be in line with HPGCL ANNEXURE P : CHAPTER 7 . Kindly confirm</p>	
21.	Project specific requirement	<p>Kindly confirm the following requirement for Pojects covered in the tender;</p> <ul style="list-style-type: none"> • 8 DIGIT GST HSN CODE OF ITEM MAY PLEASE BE FREEZED WITH VENDOR AT THE TIME OF PLACEMENT OF PO. SAME IS REQUIRED TO MENTIONED IN PO FOR ADANI PROJECT. • INVOICE,GR/LR,MDCC, PKG LIST ALONG WITH E-WAY BILL IS REQUIRED FOR BILLING • DOCUMENTS (GR/LR, PACKING LIST, TEST CERTIFICATES) ARE REQUIRED IN ORIGINAL • MATERIAL FOR Main Equipment supply , COMMG. SPARES AND MAND. SPARES NEEDS TO BE PACKED IN SEPARATE BOXES AND SAME IS REQUIRED TO BE MARKED ON THE BOX & PACKING LIST 	
22.	Operation & Maintenance Manual	<p>Kindly confirm that in the event of ordering O&M manuals will be provided in 13 nos. of Hard Copies & 2 no. pen drive OF O&M manuals at BHEL HARDWAR. 3 no. hard copies & 1 NO. pen drive OF O& M manual shall be supplied along with equipment at site.</p>	
23.	Performance Security/ Performance Bank Guarantee:	<p>Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including Guarantee/warranty obligations. PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the Guarantee/ Warranty under the contract. The Performance Security/PBG shall not carry any interest. Please confirm.</p>	
24.	Guarantee/Warranty clause	<p>Kindly confirm the following Guarantee/Warranty clause;</p> <ul style="list-style-type: none"> • Guarantee/Warranty period shall be provided for a period of 36 months 	

		<p>from the date of supply or 18 months from commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</p> <ul style="list-style-type: none"> The supplier to provide technical support/services or alternative solutions against any issues; reported in the equipment supplied by the vendor for up to at least 10 years from the supply date. <p>BHEL reserve the rights to reject the offers having lesser guarantee period as mentioned above.</p>	
25.	Reverse Auction	RA shall be done on GeM portal as per the guidelines & logics enabled on GeM portal.	
26.	Liquidated Damages (LD) for late delivery	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.28) Dtd 22.12.2025 as under: kindly confirm. "If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever".</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p>	
27.	MDCC clause	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>MDCC shall be issued within 7 days of receipt of complete quality documents / TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remains same & binding.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p> <p>Kindly confirm.</p>	
28.	Order Acceptance :	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
29.	Packing Instruction	<p>Kindly confirm to follow packing instruction;</p> <ol style="list-style-type: none"> Packaging of the item should be done in such a way that it should not require any internal package inspection for at least one year from date of delivery at site. All the equipment/items shall be dispatched in seaworthy packing as per packing instruction doc. no. HW0232898. Mandatory spares shall be packed in a separate box & shall be painted with green color for easy identification at site. 	
30.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the event of ordering.	

31.	Dispatch documents	<p>Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose:</p> <ul style="list-style-type: none"> • Guarantee/Warranty Certificates • E- Invoice and commercial inv • GeM invoice • E-waybill part-B • Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy) • Packing list • HSN code to be mentioned in the invoice • Original GST compliance certificate • MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site) <p><i>All clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <table border="1" data-bbox="378 604 1364 804"> <tr> <td data-bbox="378 604 865 804"> Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690 </td> <td data-bbox="865 604 1364 804"> Mr. Pankaj Kumar Designation: Sr.Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690 </td> </tr> </table>	Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	Mr. Pankaj Kumar Designation: Sr.Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690											
Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	Mr. Pankaj Kumar Designation: Sr.Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690														
32.	Submission of bills on BHEL SUVIDHA portal	<p>Kindly ensure to necessarily upload the despatch & invoice details <i>on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/</i>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal. PI note that bill will be registered & processed only after uploading dispatch documents on BHEL SuVIDHA portal.</p>													
33.	IP Address	<p>The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.</p>													
34.	Integrity Pact	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="410 1486 1339 1686"> <thead> <tr> <th>S</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD NLC</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri R. Mukundan , (IRPS, Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Madan Lal Meena, (IAS, Retd)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be</p>	S	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD NLC	iem1@bhel.in	2.	Shri R. Mukundan , (IRPS, Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, (IAS, Retd)	iem3@bhel.in	
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done through email only.

35. 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 under above clause 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 sub clause (a) 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.

36.	Suspension of Business Dealings with Suppliers / Contractors:	<p>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.</p> <p>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, mal-practices, 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 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.</p>	
37.	Settlement of Dispute, CONCILIATION & ARBITRATION	<p>Settlement of Dispute</p> <p>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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per ‘CONCILIATION’ Clause.</p> <p>CONCILIATION:</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com).</p> <p>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.</p> <p>ARBITRATION:</p>	

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 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, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

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 (shall be identified 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 at the court(s) of 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 Haridwar , shall have exclusive jurisdiction.

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

		<p>crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. 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.</p>	
38.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS	<p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. " <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	

39.	MICRO AND SMALL ENTERPRISES (MSE):	<p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="375 205 1359 401"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															
40.	JURISDICTION:	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>													
41.	Force Majeure	<p>"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.</p> <p>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, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>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</p>													

		<p>within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>	
42.	Cartel Formation	<p>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.</p>	
43.	Order of Precedence:	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC 	
44.	Quality Requirements	<p>Kindly confirm the following quality requirement of the tender;</p> <ol style="list-style-type: none"> a. VENDORS TO SUBMIT ENDORSED COPY OF CUSTOMER APPROVED QUALITY PLAN (ATTACHED). b. VENDORS TO SPECIFICALLY CONFIRM TO FOLLOW CUSTOMER APPROVED QP. c. VENDOR TO FOLLOW ATTACHED CUSTOMER APPROVED MECHANICAL LISTS FOR APPLICABLE SUB COMPONENTS/ASSEMBLIES. (PLEASE REFER CUSTOMER APPROVED VENDOR LIST FOR APPLICABLE MECHANICAL ITEMS) d. INSPECTION BY BHEL NOMINATED INSPECTION AGENCY AND CUSTOMER AS PER CUSTOMER APPROVED QUALITY PLAN. e. FOR SPARE ITEMS, VENDOR TO SUBMIT TEST CERTIFICATES ENDORSED BY THIRD PARTY INSPECTION AGENCY AS PER CUSTOMER APPROVED QP. 	

		<p>Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only. Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection.</p>	
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SPECIAL NOTE FOR BIDDERS:

- a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- b. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- c. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- e. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
- h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit signed & stamped copy (each page) of QAP .
5. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender.

ANNEXURE – 12

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

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

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 04th 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:

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____ (“Effective Date”) by and between
M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of --- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d)The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) 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 or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other 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 at ----- (**Insert the name of the city/town of the concerned BHEL Unit/Division**).

d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----(**insert the name of the place where the BHEL Unit/Division is located**)

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address:

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

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

Signature
30/11/26

For & On behalf of the Principal
 (Office Seal)

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

Place Haridwar
 Date 30/11/26

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

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:

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN			TO BE FILLED BY BHEL		PROJECT: 1X300MW DECRTPP YAMUNANAGAR TPS			
BHEL	VENDOR'S NAME	ITEM	LP BYPASS SYSTEM	QIP NO.	401.03					
	HPOGL approved Vendor	DWG. NO.	AS PER PO	DATED	07.11.2025					
		SPEC.	AS PER PO							
S/L NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTITY OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS
1	2	3	4	5	6	7	8	9	10	11
		REV 01								

LP BYPASS STOP & CONTROL VALVE											
1.0	RAW MATERIAL	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
1.1	VALVE BODY	B. MECHANICAL PROPERTIES	MAJOR	MET TEST	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		C. NDT	MAJOR	UT	100% (1) SCPT WELD ENDS	AS PER APPROVED DATASHEET DRAWING	TC	V	P	V	V
				RT	ON WELD ENDS						
				MPI	100%						
1.2	BONNET	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		B. MECHANICAL PROPERTIES	MAJOR	MET TEST	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		C. NDT	MAJOR	UT	100%	AS PER APPROVED DATASHEET	TC	V	P	V	V
				MPI	100%						
1.3	NOZZLES	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		B. MECHANICAL PROPERTIES	MAJOR	MET TEST	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		C. NDT	MAJOR	UT MPI	100%	AS PER APPROVED DATASHEET	TC	V	P	V	V
1.4	TRANSITION PIPES	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V
		B. MECHANICAL PROPERTIES	MAJOR	MET TEST	PERCENT	AS PER APPROVED DATASHEET	TC	V	P	V	V

Retested for material certification construction only
 approved under Category A vide HPOGL
 Memo No. 59 Dtd 19/10/2025

FOR CUSTOMER USE

MANUFACTURER'S SUB CONTRACTOR		LEGEND:
		- RECORDS IDENTIFIED WITH CHECK SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QUANTITY STATEMENT.
		M MANUFACTURER SUB CONTRACTOR B BHEL SQA INSPECTION AGENCY N CUSTOMER
		INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION
		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE CHECKED BY CUSTOMER

Chief Engineer
 HPOGL, PKL
 Chief Engineer
 HPOGL, Paruchina

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		PROJECT: ISRWVW DCRTPP VAMUNANAGAR TPS			
BHEL	VENDOR'S NAME HPQCL approved Vendor	ITEM	LP BYPASS SYSTEM		QP NO.	401.01		PACKAGE: MAIN PLANT PACKAGE CONTRACTOR: BHEL, Haridwar			
			DRG NO	AS PER PO	DATED	07.11.2025					
SI. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS			REMARKS
								REV	AS PER PO	M	
1	2	3	4	5	6	7	8	9	10	11	

1.5	SUSPENSION	ENDT	MAJOR	UT/MP1	100%	AS PER APPROVED DATASHEET	TC	✓	P	V	V
1.6	BOLTS NUTS	V CHEMICAL COMPOSITION M MECHANICAL PROPERTIES	MAJOR	CHEMICAL ANALYSIS MECHANICAL TEST	PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V
1.7	ACTUATOR	V MECHANICAL PROPERTIES CHECKS ON ACTUATOR	MAJOR	MECHANICAL TEST REVIEW	PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V
2.0	MANUFACTURING		MAJOR		PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V
2.1	MACHINING PARTS	V VISUAL & DIMENSIONAL WPS	MAJOR	VISUAL MEASUREMENT	PERHEAT	SHOP TRAVELLER	TC	✓	P	V	V
2.2	WELDING & HEAT TREATMENT ASSEMBLY	V VISUAL & DIMENSIONAL WPS	MAJOR	VISUAL TIME TEMPERATURE	PERHEAT	ENDP ASSEMBLY	TC	✓	P	V	V
3.0	TESTING & INSPECTION	RI/UT	MAJOR	RI/UT	PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V
3.1	PIPE WELDING	RI/UT	MAJOR	RI/UT	PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V
3.2	PIPE WELDING	MT PT	MAJOR	MT/PT	PERHEAT	AS PER APPROVED DATASHEET	TC	✓	P	V	V

LEGEND
 1. RECORDS IDENTIFIED WITH TICK SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION
 2. MANUFACTURER SUBCONTRACTOR B BHEL NOM INSPECTION AGENCY
 3. CUSTOMER
 4. INDICATE 'P' BEFORE 'W' WITNESS AND 'V' VERIFICATION
 5. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'TP' OF CUSTOMER

FOR CUSTOMER USE

Approved for manufacturing/inspection/ construction etc by
 Release for manufacturing/inspection/ construction etc by
 Approved for Category:
 Memo No: 597/2025/HPQCL/TPS/ISRWVW/DCRTPP/VAMUNANAGAR/TPS
 Dated: 17/11/25 Subject to incorporation of comments
 Item(s) to be reviewed. The approval comments
 on this drawing/procurement tender reviews etc. BHEL, of its
 sole contractual obligations in carrying out the design & engineering
 works correctly and fulfilling the contract requirements of contract.
 For issues it may be HPQCL's right under the contract.

SE/Projects
 HPQCL, PKL
 Chief Engineer/Projects
 HPQCL, Panchnala

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN			TO BE FILLED BY BHEL					
BHEL Construction BHEL	VENDOR'S NAME HPGCL approved Vendor	ITEM	LF BYPASS SYSTEM	QP NO.	4.01.01	Page 6 of 11	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY M H N	REMARKS
		DRG. NO.	AS PER PO	DATED	07.11.2025						
		SPEC.	AS PER PO								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTITY OF CHECK						
1	2	3	4	5	6	7	8	9	10	11	

	MAIN SUPPLY CP PUMPS	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG. DATASHEET	COG	✓	P	✓	
	REGENERATION PUMP	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG. DATASHEET	COG	✓	P	✓	
	COUPLING	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG. DATASHEET	COG	✓	P	✓	
	FILTERS	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG. DATASHEET	COG	✓	P	✓	
2	PUMP TRON TEST FINAL INSPECTION										
2.1	HPSU	DIMENSIONS	MAJOR	MEASUREMENT	100%	AS PER DRAWING	TC	✓	P	W	W
2.2	HPSU	CORRECT FITMENT	MAJOR	VISUAL	100%	AS PER DRAWING & DRIFT DIAGRAM	TC	✓	P	W	W
2.3	HPSU	PUMP TRON TEST	MAJOR	MEASUREMENT	100%	DRG. DATA SHEET VENDOR PROVIDED	TC	✓	P	W	W
2.4	HPSU	PAINTING	MAJOR	VISUAL	100%	AS PER APPROVED DATA SHEET DRAWING	TE/COG	✓	P	✓	✓

MANUFACTURER'S CONTRACTOR	LEGEND
	<p>ITEMS IDENTIFIED WITH 'TKN' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN DOCUMENTATION</p> <p>M MANUFACTURER / SUBCONTRACTOR B BHEL, NOM INSPECTION AGENCY N, C CUSTOMER</p> <p>INDICATE 'P' BEFORE 'W' WITNESS AND 'V' VERIFICATION</p> <p>ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHK' OF CUSTOMER</p>

FOR CUSTOMER USE

PROJECT: ISBANIW DE RTRP YAMUNANAGAR
TFS
PACKAGE: MAIN PLANT PACKAGE
CONTRACTOR: BHEL, Haridwar

Col. A
Released for manufacturing/fabrication/ construction duly approved under Category A with HPGCL Memo No. 55/2024 J05192-01/Retirement/Installs-5 Dated 17/11/25. Subject to supervision of competent personnel if any as stipulated therein. The approval/comments on this drawing are the sole responsibility of M/s. BHEL of its sole contractual obligations in carrying out the design & engineering work. ~~WHATEVER~~ Nothing in this contract relieves or exempts the contractor from its obligations under the contract. It is the contractor's responsibility to ensure that the contract is fully and properly executed.

SE/Project
HPGCL, PKL
Chief of Projects
HPGCL, Panchkula

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN			TO BE FILLED BY BHEL		PROJECT: 1X800V1W DCRTPP YAMUNANAGAR			
BHEL		L.P. BYPASS SYSTEM		QIP NO	4.01.03		TPS			
VENDOR'S NAME		DATE		07.11.2025		PACKAGE: MAIN PLANT PACKAGE				
HPGCL approved Vendor		AS PER PO		AS PER PO		CONTRACTOR: BHEL, Hardwar				
SPEC: 01		REV: 01		Page 7 of 11						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE SCHEMES	FORMAL RECORDS	AGENCY	REMARKS
1	2	3	4	5	6	7	8	9	10	11

WATER INJECTION VALVES

1.0	RAW MATERIAL		MAJOR	CHEMICAL ANALYSIS	PERIOD AT	AS PER APPROVED DATA SHEET	TC	✓	P	V	V	
1.1	BODY & BONNET	A. CHEMICAL COMPOSITION B. MECHANICAL PROPERTIES C. APPEARANCE	MAJOR	CHEMICAL ANALYSIS MECH TEST VISUAL INSPECTION	PERIOD AT	AS PER APPROVED DATA SHEET	TC	✓	P	V	V	
1.2	STITCHES/JETS	A. CHEMICAL COMPOSITION B. MECHANICAL PROPERTIES	MAJOR	CHEMICAL ANALYSIS MECH TEST	PERIOD AT	EN 10204 TYPE 1.1 ASTM A193 B7 ASTMA194 2H EN 10204 TYPE 1.1 ASTM A193 B7 ASTMA194 2H	TC	✓	P	V	V	
2.0	ASSEMBLY		MAJOR	VISUAL INSPECTION	PERIOD	MISS SP-35	TC	✓	P	V	V	
2.1	STEM	DIMENSION VISUAL	MAJOR	VISUAL ADMESSIONAL INSPECTION	PERIOD	DRAWING	TC	✓	P	V	V	
2.2	PLUG	DIMENSION VISUAL	MAJOR	VISUAL DIMENSIONAL INSPECTION	PERIOD	DRAWING	TC	✓	P	V	V	
2.3	SCAFFLING	DIMENSION VISUAL	MAJOR	VISUAL DIMENSIONAL INSPECTION	PERIOD	DRAWING	TC	✓	P	V	V	
2.4	BODY ASSLY	A. HYDRO B. SEAT LEAKAGE C. FLUCTION	MAJOR	HYDRO LEAKAGE FLUCTION DIMENSION	ALL VALVES	AS PER APPROVED DATA SHEET AS PER APPROVED DATA SHEET/DWG AS PER APPROVED DATA SHEET/DWG	TC	✓	P	V	V	

REMARKS:
 RECORDS IDENTIFIED WITH TICK SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.
 M. MANUFACTURER, SUB CONTRACTOR, B. BHEL / SOME INSPECTION AGENCY N. CUSTOMER.
 INDICATE 'P' FOR PARENT 'W' WITNESS AND 'V' VERIFICATION.
 ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CIP' OF CUSTOMER.

FOR CUSTOMER: HPGCL
 Date: 13/11/25
 Signature: *[Signature]*
 Title: Chief Projects
 HPGCL, Patancheru

FOR CONTRACTOR: *[Signature]*
 Date: 13/11/25
 Signature: *[Signature]*
 Title: Chief Projects
 HPGCL, Patancheru

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUANTITY PLAN				TO BE FILLED BY BHEL		PROJECT : IXS001W DC R1TPP YAMENANNAGAR	
BHEL		LP BYPASS SYSTEM		QIP NO.	401/03	TPS		PACKAGE: MAIN PLANT PACKAGE	
VENDOR'S NAME		ITEM		DATE	07/11/2025	CONTRACTOR BHEL, Haridwar			
HFNCL approved Vendor		DRG. NO.	AS PER PO	Page 11 of 11		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS
COMPONENT & OPERATIONS		REV.	AS PER PO	CLASS	TYPE OF CHECK	QUANTITY OF CHECK			
1		2		3	4	5	6	7	8
9		10		11		12		13	

1.0	RAW MATERIAL	MAJOR	CHEMICAL ANALYSIS	PERFECT	AS PER APPROVED DATA SHEET	TC	✓	P	V	V
1.1	DUMP TUBE	MAJOR	CHEMICAL ANALYSIS	PERFECT <td>AS PER APPROVED DATA SHEET <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td></td>	AS PER APPROVED DATA SHEET <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td>	TC	✓ <td>P <td>V <td>V</td> </td></td>	P <td>V <td>V</td> </td>	V <td>V</td>	V
		MAJOR	METAL TEST	100	AS PER APPROVED DATA SHEET <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td>	TC	✓ <td>P <td>V <td>V</td> </td></td>	P <td>V <td>V</td> </td>	V <td>V</td>	V
2.0	IN PROCESS	MAJOR	VISUAL	PERFECT <td>AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td></td>	AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td>	TC	✓ <td>P <td>V <td>V</td> </td></td>	P <td>V <td>V</td> </td>	V <td>V</td>	V
2.1	WELDING & HEAT TREATMENT	MAJOR	VISUAL	PERFECT <td>AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td></td>	AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td>	TC	✓ <td>P <td>V <td>V</td> </td></td>	P <td>V <td>V</td> </td>	V <td>V</td>	V
2.2	NEW WELDING	MAJOR	VISUAL	PERFECT <td>AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td></td>	AS PER ENDS <td>TC</td> <td>✓ <td>P <td>V <td>V</td> </td></td></td>	TC	✓ <td>P <td>V <td>V</td> </td></td>	P <td>V <td>V</td> </td>	V <td>V</td>	V

MANUFACTURER'S CONTRACTOR		LEGEND	FOR CUSTOMER USE
		REGARDS MENTIONED WITH 'TC' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.	
		M MANUFACTURER SUBCONTRACTOR B BHEL NOM INSPECTION AGENCY N CUSTOMER	
		INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	
		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CIP' OF CUSTOMER	

Col. A
 Role: _____ for manufacturing/operation/ construction duty
 Approved by: _____ under Category _____ wide HPGCL.
 Memo No: 559 P-14 KALPE-02/03/2025/2025/2025/2025
 Dated: 07/11/25
 Chief Projects
 HPGCL, PKL

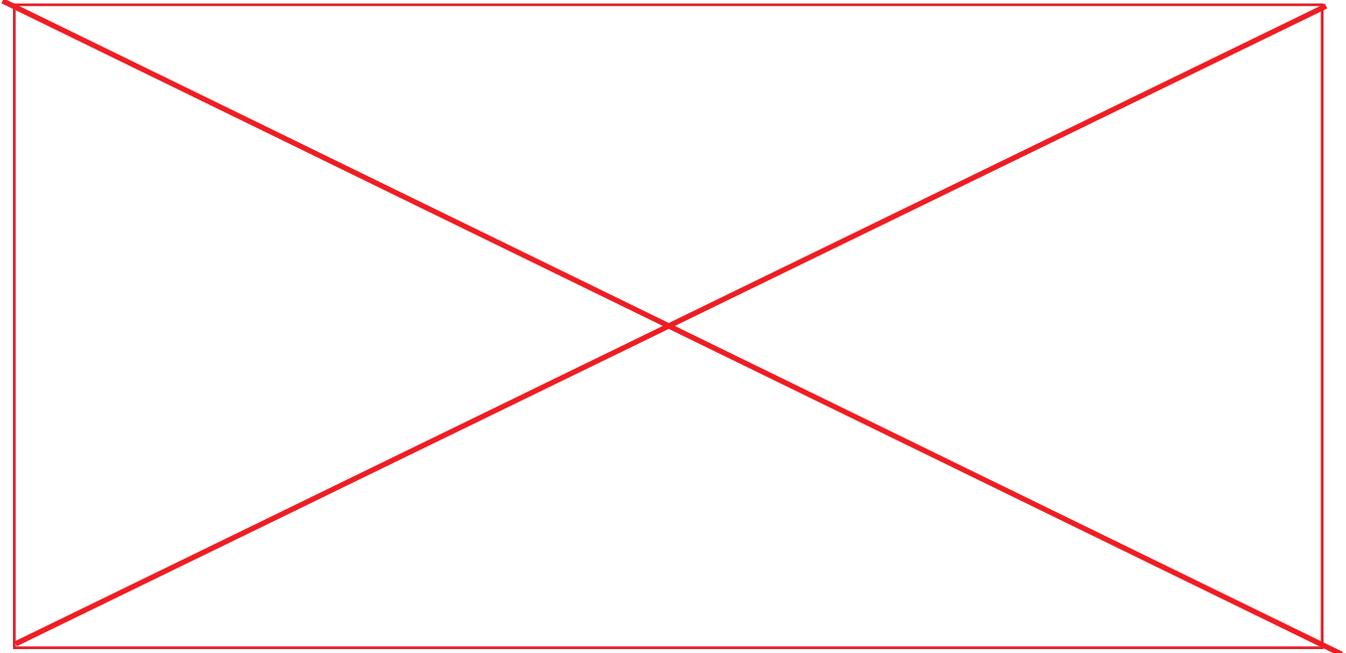
Annexure-B

CUSTOMER'S APPROVAL & PROVENNESS REQUIREMENT

Vendor's approval with customer is mandatory for consideration of their offer. Vendor's credentials for supplying LP Bypass system are required to be submitted to customer for approval. Provenness requirements have been mentioned in Annexure- B. Vendor has to submit the filled-in Annexure-C along with supporting documents & applicable filled-in Forms (Form-F & Form-1/Form-2). The provenness documents along with other credentials furnished by the vendor shall be submitted to customer for their approval. Customer may seek additional document/information/clarification for further review & approval. Customer's interpretation/decision shall be final with respect to customer approval. Without vendor's approval from customer, their offer shall not be considered.

Provenness requirement has been furnished as follows against point 3.0 on next page:-

Note: - Vendors who are already approved by customer for projects referred in enquiry need not to submit provenness documents.



4.3 **Provenness criteria for BTG critical equipment(s) and bought out items**

4.3.1 The Bidder/its sub-vendor(s) is required to meet the provenness criteria and/or qualification requirement for critical equipment, auxiliaries, systems and bought out items as per criteria stipulated below:

PA, ID, & FD Fans, Coal Pulverisers, Raw coal feeders, Boiler start up drain recirculation pumps, Air pre-heaters, Condenser, Condensate Extraction Pumps (CEP), Condenser air evacuation pump, Feed Water Low Pressure Heaters, Feed water High Pressure Heaters, Deaerator, Boiler Feed Pumps (BFP), HP Bypass system and **LP Bypass system** offered by the Bidder shall be only from such manufacturer(s) who has previously designed (either by itself or under collaboration/licensing agreement), manufactured/got manufactured the respective equipment(s) of the type and minimum equipment rating as stipulated below such that the respective equipment(s) are in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of techno-commercial bid opening.

S No	Name of equipment	Type of equipment	Equipment rating

S No	Name of equipment	Type of equipment	Equipment rating

S No	Name of equipment	Type of equipment	Equipment rating
q.	LP Bypass System	LP Bypass system for steam turbine generator sets	LP Bypass System of 500 MW or higher size units

Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer proposed by the Bidder for the above equipment(s) is qualified.

Triple redundancy for sensors and transmitters will be used for critical Control & Protection applications. Where correction / compensation for the measured signal are involved, the computed signal shall be the one transferred for control purposes. The measured value indicated shall be the duly corrected/compensated signal. Redundancy of all components employed for measuring and control BTG equipment shall guarantee the system availability of 99.7%, as well as safety considerations in critical applications should be fully met by OEM.

Turbine controls viz. DEHC, ATT, TSC and Main Turbine Protection system shall be designed and supplied complying the TMR–Triple modular redundant

philosophy and same shall be SIL3 certified via TUV, Rheinland-Germany. Bidder to note that OEM for TMR system shall preferably be same as selected for Main plant DDCMIS.

Triple Modular Redundant (TMR) TUV & SIL 3 processors for BMS (FSSS) & Boiler protection with fail safe design cards shall also be supplied by Bidder.

Sensor redundancy required (2 out of 3 or 1 out of 2) requirement have been specified in respective control system specifications. However, sensor utilization will be decided during detailed engineering. It is mandatory to use sensors with 2 out of 3 logic for critical control & protection (Analog & Binary) application/service and sensors with 1 out of 2 logic for all other control & interlock (Analog & Binary) application /service.

The provenness criteria for equipment (PA fans, ID fans and FD fans) stipulated at (a), (b) & (c) above shall also be considered acceptable provided the rating parameters (i.e., flow, head and rated rpm) is covered within the operating regime of the respective fan performance curve of the reference plant equipment.

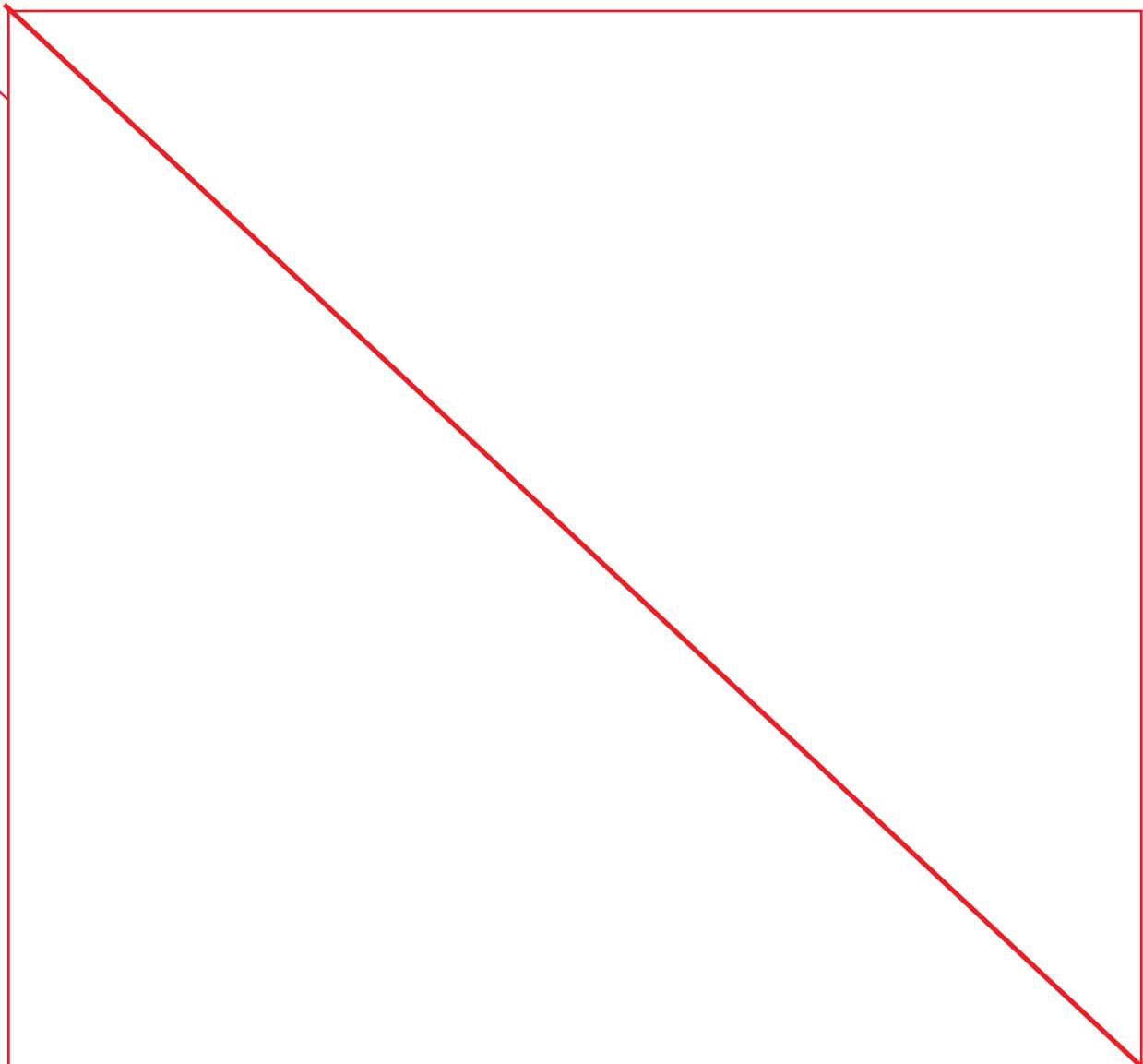
- 4.3.2 In case the Bidder or the proposed sub-vendor(s) is not manufacturer of proven equipment(s) as per clause 4.3.1 above but is a manufacturer for such equipment(s), for units of at least 500 MW rating, the Bidder or the proposed sub vendor(s) can manufacture such equipment(s) for 800 MW supercritical unit also, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment(s) in India with such manufacturer(s) who meet the requirements stipulated at clause 4.3.1 above for the respective equipment.
- 4.3.3 AJV/Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 4.3.1 above in India can also manufacture such equipment, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.3.1 above (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later. In addition, the sub-vendor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for a particular equipment. In case of award, each executant of the DJU be required to furnish a non demand bank guarantee for INR 1.5 Million (Rupees One and Half Million) for each equipment.
- 4.3.4 Before taking up the manufacturing of such equipment(s) as per clause 4.3.2 and 4.3.3 above, the Bidder / its sub vendor(s) must create (or should have created) manufacturing and testing facilities at its works as per Collaborator /

licenser's design, manufacturing and quality control system for such equipment duly certified by the Collaborator / licensor.

Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipment.

4.3.5 Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.

4.3.6 The Owner reserves the right to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.



ATTACHMENT-3K

PROVENNESS CRITERIA

Bidder shall submit the list of proposed sub-vendors/sub-contractors along with their credentials as per format of Attachment-3K duly filled for each equipment and system proposed for the EPC package for consideration/approval of the Owner within 90 days from issue of Letter of Intent.

**EPC Package for 1 x 800 MW Super Critical Expansion Unit
Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar**

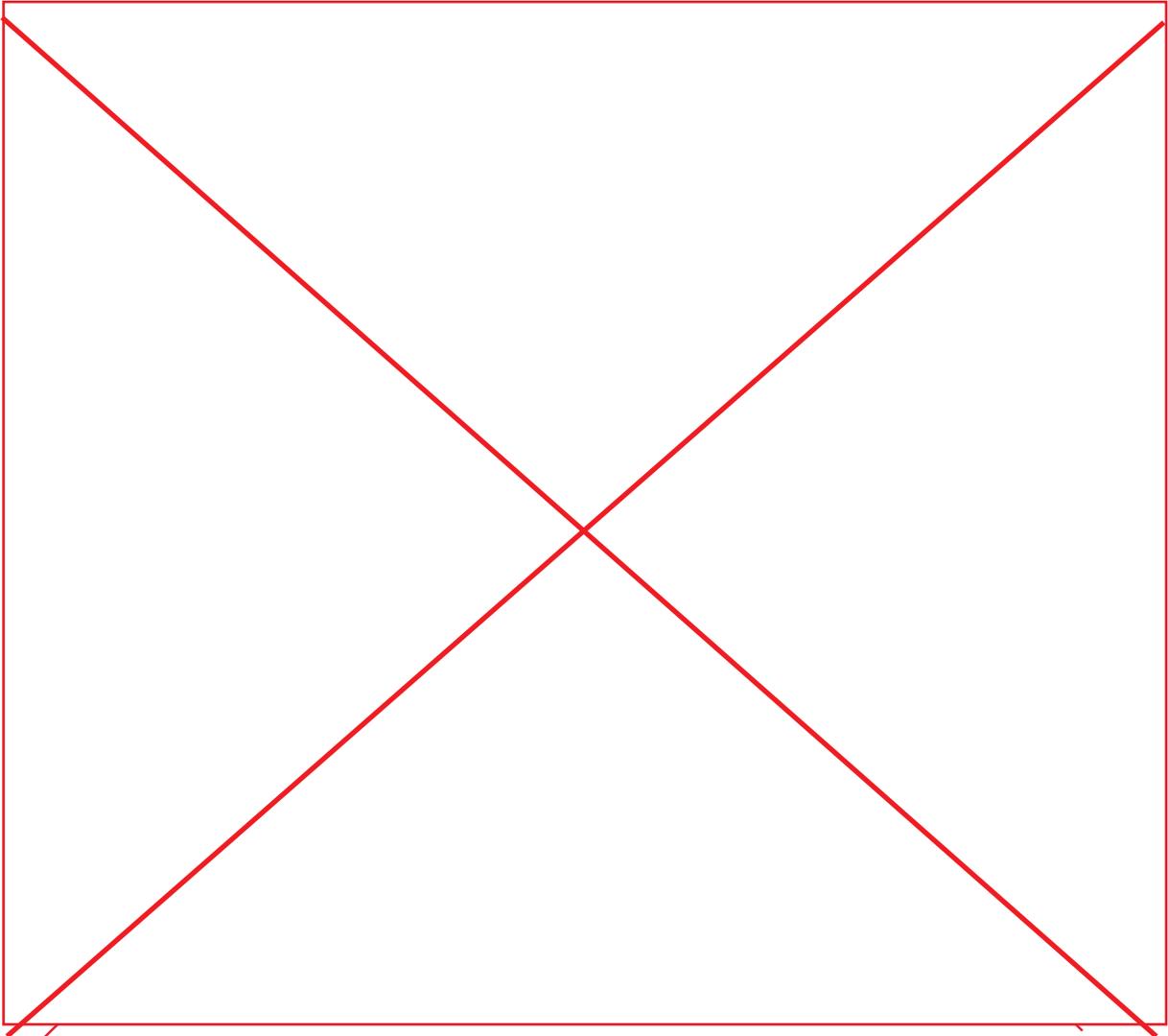
BIDDING DOCUMENT NO. : 03/HPGCL/DCRTPP/EPC/800MW

(Experience Details - Applicable to all the Bidders)

Bidder's Name & Address : To

Summary of B T G Critical Equipment indicated under clause 4.3, Chapter 04, "Provenness", Volume II

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Chapter 04, Volume II
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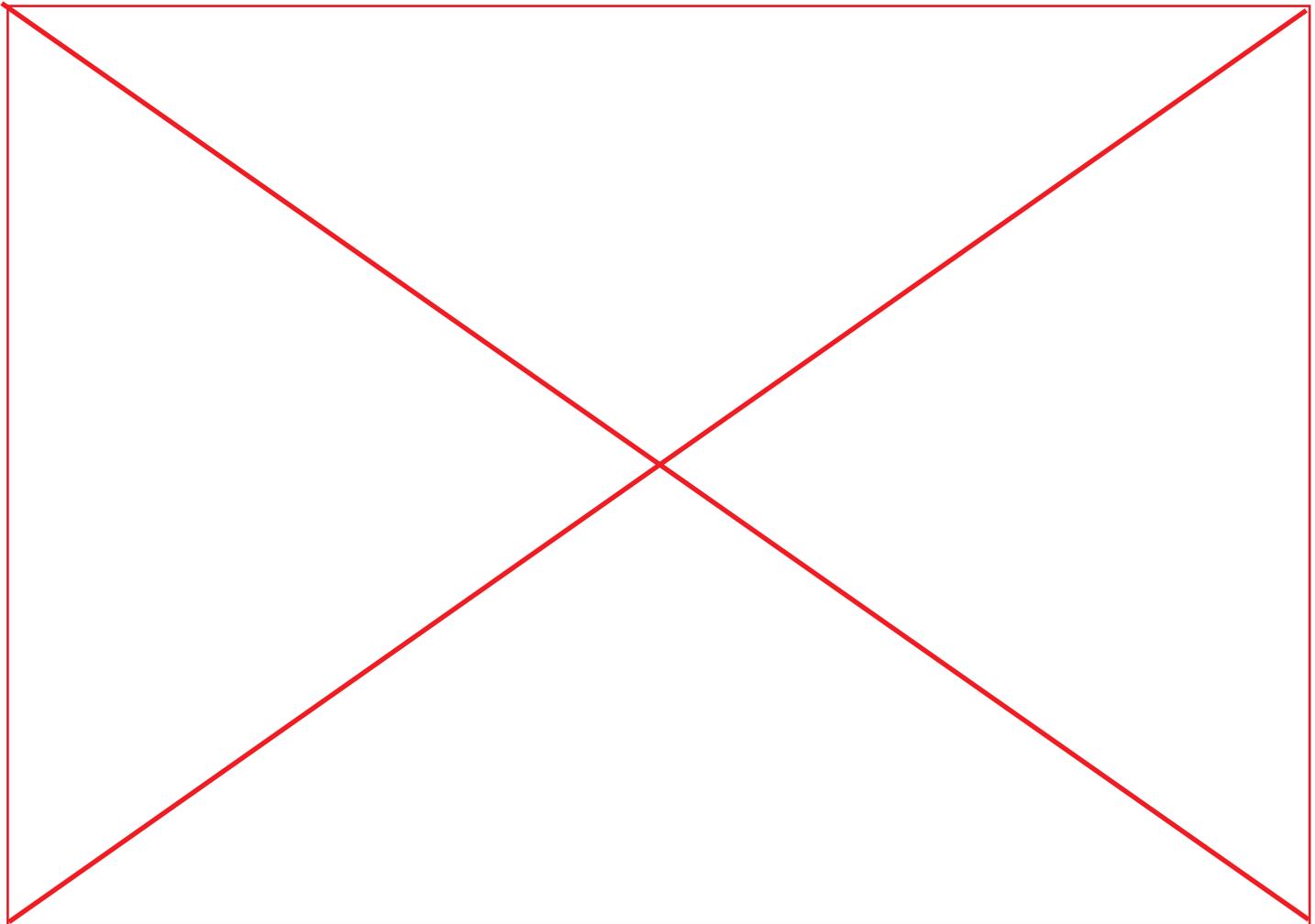
1. If qualification is sought as per clause 4.3.1 then details of the sub vendor shall be filled at A to G.
2. If qualification is sought as per clause 4.3.2, then details (as per 1.00.00 below) of the proposed sub-vendor is to be filled individually for each equipment / sub-vendor and collaborator (i.e. manufacturer of proven equipment) data shall be filled at A to G.
3. If qualification is sought as per clause 4.3.3, then details (as per 2.00.00 below) of the proposed sub-vendor is to be filled individually for each equipment and collaborator (i.e. manufacturer of proven equipment) data shall be filled at A to G.

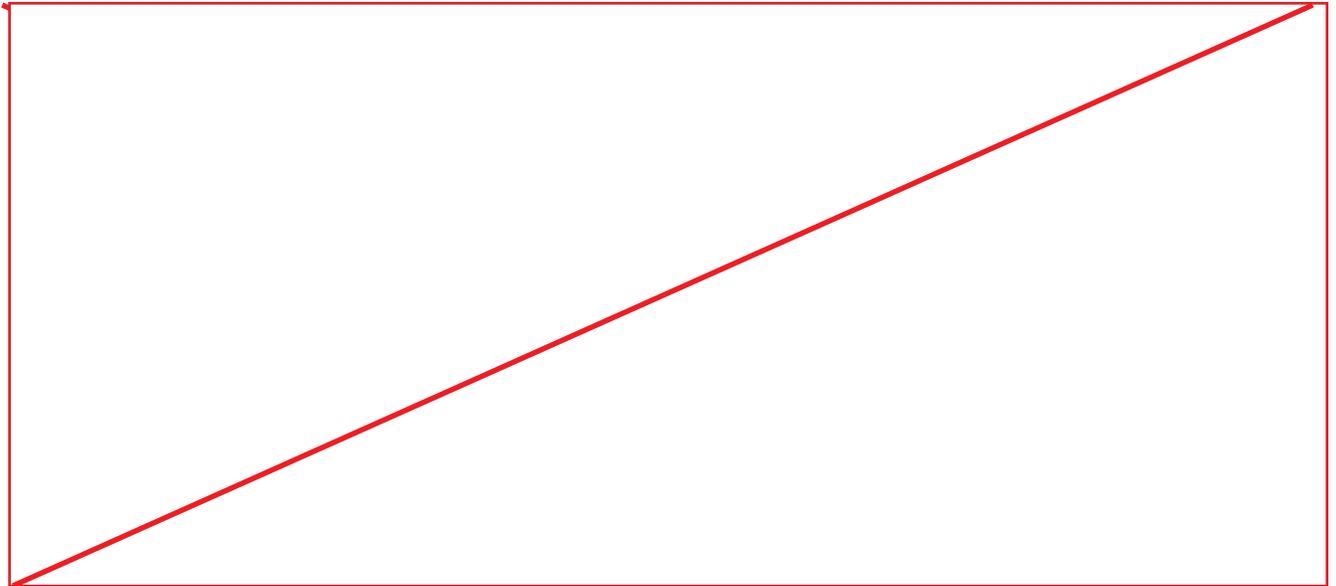
* strike out whichever is not applicable.

S. No.	Item Description	Station-I
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1.00.00 (Applicable for Bidder/his sub vendors seeking qualification as per clause no. 3.1, Chapter 04, "Provenness", Volume II. Bidder shall furnish the required data only for those equipment/auxiliaries which are proposed to be sourced under this route.)

We, hereby furnish the data on provenness criteria for critical equipment, auxiliaries, systems and Bought Out Items such as PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Condenser, CEP, Condenser Air Evacuation Pump, Feed Water Low Pressure Heaters, Feed Water High Pressure Heaters, deaerator, Boiler Feed Pumps (BFP), HP Bypass System, LP Bypass System which have been designed (either by self or under Collaboration Licencing Agreement manufactured/ got manufactured and supplied by us (or manufactured/ got manufactured & supplied by our proposed sub-vendors) and these are in successful operation in at least one (1) plant for a period not less than one year on date of techno-commercial bid opening. The details of type and minimum equipment rating of such equipment are given below :





6. LP BYPASS SYSTEM

- (i) Name Address & Telephone
no. of manufacturer
- (ii) Name of the Station and
its Location
- (iii) Client Name and its
Address, Fax No. & Tel.
Nos.
- (iv) Name and Designation of
the responsible person in
Client's Organisation
- (v) Contract No. & Date
- (vi) Capacity of each unit
(MW) and no. of units
- (vii) Starting Date of
Work/Date or Order
- (viii) (Scheduled Date of
Completion
- (ix) Actual Date of Completion
- (x) Date of Commissioning of
System/Package
- (xi) Whether the

System/Equipment are in successful operation for a minimum period of one (1) year (Yes/No)

- (xii) Date of Commencement of Successful Operation
- (xiii) Brief Scope of Work
- (xiv) Brief Technical Particulars of the System/Package/ Equipment
 - (a) Designed by
 - (b) Manufactured by
 - (c) BMCR of boiler (T/Hr)
 - (d) No. of TDBFP's/ MDBFP per unit
 - (e) No. of Valves per unit
 - (f) Type/ size
 - (g) Rated Steam Flow through each LP Bypass Valve (T/hr)
 - (h) Type
 - Steam pressure at inlet/ outlet ($\text{kg/cm}^2 \text{ g}$)
 - Steam inlet/ outlet temp (Deg C)
- (xv) Design spray water flow (T/hr)
- (xvi) Spray Water Press/Temp. (ata/deg.)
- (xvii) Whether actuation is by Governing Oil System or not
- (xviii) Control System designed by and manufactured by

- (xix) Location of Valves
- (xx) Make/ Model No.
- (xxi) Is this LP Bypass System running with supercritical Steam Turbine Generator Sets (Yes/No)

2.01.00 We, hereby confirm that we/our sub-vendors are a regular manufacturer of equipment (PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Condenser, CEP, Condenser Air Evacuation Pumps, feed Water LP Heaters, Feed Water HP Heaters, Deaerator, BFP, HP Bypass & LP Bypass System for units of at least 200MW rating and the details in this regard on provenness criteria as per clause 4.3.1, Chapter 04, "Provenness", Volume II are hereby furnished below:

***Bidder to strike off whichever is not applicable. (Data to be furnished in line with format given at 1.00.00 of this Attachment)**

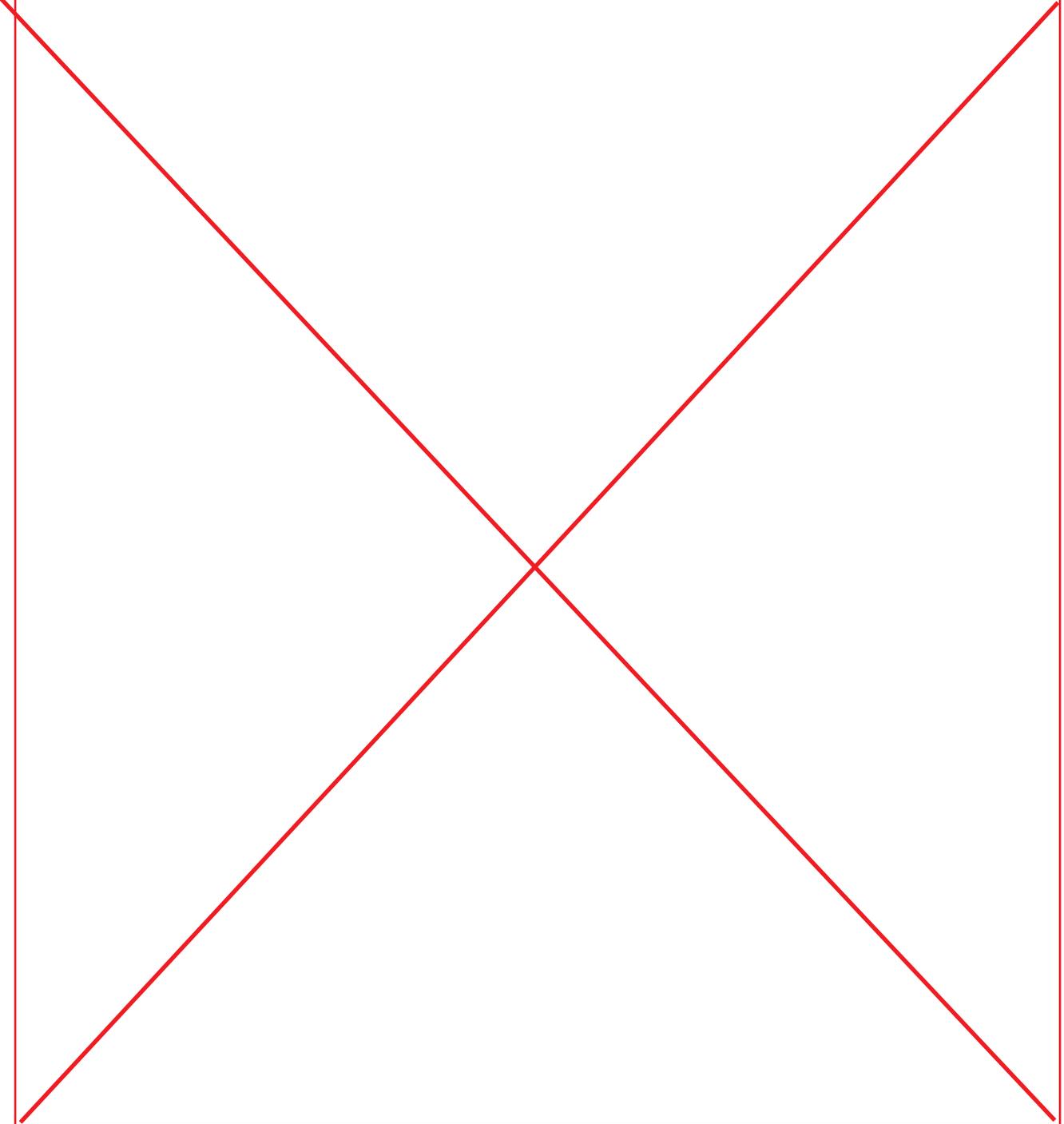
2.02.00 We further confirm that details in respect of collaboration/ valid licencing agreement for the aforesaid equipment as per 2.01.00 above who meets the requirement stipulated at clause 4.3.1, Chapter 04, "Provenness", Volume II are enclosed as per Annexure-I to this Attachment. The data in respect of provenness criteria for these equipment which are in successful operation in at least one (1) plant for a period not less than one year on date of techno commercial bid opening are furnished below. We further confirm that we/ our sub vendor(s) have created manufacturing and testing facilities at our/ their works as per collaborator's/ Licensor's design, manufacturing & quality control system for these equipment(s)/ Auxiliary(ies).

(Data to be furnished in line with format given at 1.00.00 of this Attachment)

***3.00.00 Applicable for JV Company/Subsidiary Company/ promoter of JV Company meeting provenness criteria as per clause no. 4.3.3, Chapter 04, "Provenness", Volume II.**

3.01.00 We, hereby confirm that JV company/ Subsidiary company (Strike off whichever is not applicable) formed for manufacturing and supply of equipment (s)PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Auxiliary Boiler has a valid collaboration or licencing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.3.1 of Chapter 04, "Provenness", Volume II of bidding documents (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers is having, directly or indirectly through its holding company/subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of

incorporation of such Joint Venture / Subsidiary or upto the end of defect liability period of the contract, whichever is later. In addition, the sub-vendor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/subsidiary company, as applicable, shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format enclosed at Annexure-III of Attachment-3K.



**EPC Package for 1 x 800 MW Super Critical Expansion Unit
Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana**

**BIDDING DOCUMENT NO. 03/HPGCL/DCRTPP/EPC/800MW
(Experience Details - Applicable to all the Bidders)**

Bidder's Name & Address :

To
Chief Engineer (Projects)
HPGCL,
Haryana

Summary of Critical Equipment indicated under clause 4.3, Chapter 04, "Provenness" , Volume II

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Chapter 04, Volume II
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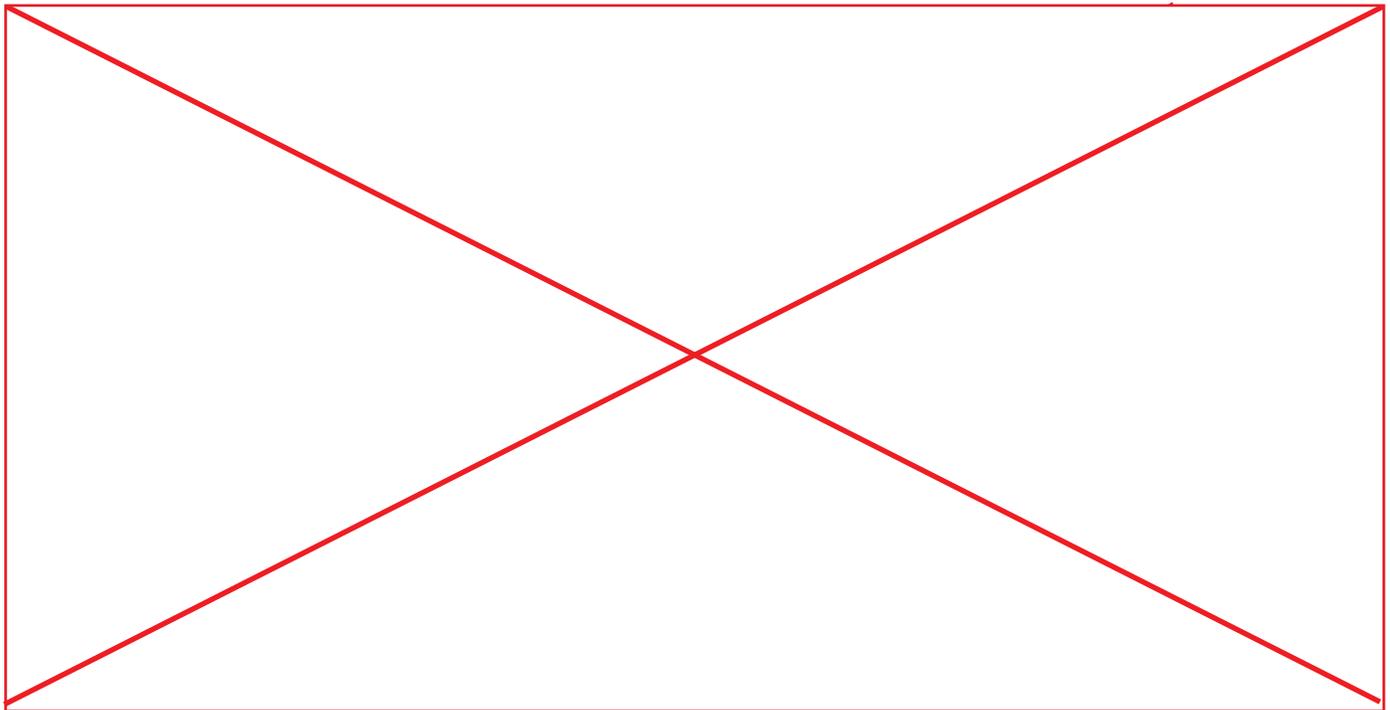
Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer. (If the proposed vendor himself does not meet the provenness criteria)	Clause (i.e. 3.1 or 3.2 or 3.3 of Chapter 04, Volume II) sub-under which Qualification of sub-vendor is sought
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Name of equipment

Name of proposed Sub-Vendor

Name of Proven equipment manufacturer. (If the proposed vendor himself does not meet the provenness criteria)

Clause (i.e. 3.1 or 3.2 or 3.3 of Chapter 04, Volume II) sub-under which Qualification of sub-vendor is sought



LP Bypass system	Sub-vendor- 1	4.3.1*	/4.3.	/4.3.
	Sub-vendor- 2	4.3.1*	/4.3.	/4.3.
	Sub-vendor- 3	4.3.1*	/4.3.	/4.3.
	Sub-vendor- 4	4.3.1*	/4.3.	/4.3.

1. If qualification is sought as per clause 4.3.1 then details of the Bidder / sub vendor shall be filled at A to F.
2. If qualification is sought as per clause 4.3.2, then details (as per 1.00.00 below) of the proposed Bidder / sub-vendor is to be filled individually for each equipment / sub-vendor and collaborator (i.e. manufacturer of proven equipment) data shall be filled at A to F.
3. If qualification is sought as per clause 4.3.3, then details (as per 2.00.00 below) of the proposed sub-vendor is to be filled individually for each equipment and collaborator (i.e. manufacturer of proven equipment) data shall be filled at A to F.

* strike out whichever is not applicable.

**EPC Package for 1 x 800 MW Super Critical Expansion Unit
Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana
BIDDING DOCUMENT NO. 03/HPGCL/DCRTPP/EPC/800MW**

Bidder's Name & Address :

To
Chief Engineer (Projects)
HPGCL
Haryana

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for units of at least 500 MW rating as per clause 4.3.2 of Chapter 04, "Provenness", Volume II.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel. Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit and no. of Units	
1.02.06	Starting Date of Work/ Date of Order	

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipment are in successful operation prior to the date of techno-commercial bid opening	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of at least 5 00 MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily prior to the date of techno-commercial bid opening to attachment at Annexure.....	
1.02.14	The proposed sub-vendor M/s. has a collaboration/valid licensing agreement for design, engineering, manufacturing supply of (Name of the equipment) in India with M/s (Name of Collaborator) who meets the requirement at clause no. 4 . 3.1 of Chapter 04, "Provenness", Volume II & the relevant details are furnished at relevant Attachment (as applicable) please also include the collaboration/ licensing agreement	

S. No.	Item Description	Installation-1
2.00.00	Details of Subsidiary/JV Company proposed for manufacturing of critical equipment as per Clause 4.3.3 of Chapter 04, "Provenness", Volume II	
2.01.00	Name and Address with Telephone Number of the Indian Subsidiary / JV Company proposed for manufacturing of (Name of the equipment).	
2.02.00	Name and Address with Telephone No. of the promoter(s) of the Subsidiary/ JV Company	
2.03.00	% of the Equity held by the promoter(s)	
2.04.00	Equity lock in period (from the date of incorporation of JV)	
2.05.00	Name and Address with Telephone No. of a promoter of Subsidiary / JV Company formed at 2.01.00 above who meets the requirement of Clause 4.3.1 Chapter 04, "Provenness", Volume II (Please furnish experience details as per relevant Attachment 3K)	
2.06.00	M/s. (the subsidiary/ JV Company) has a collaboration or valid licensing agreement with M/s (subsidiary/JV promoter) for design, Engineering, Manufacturing & Supply of (Name of the equipment) in India. (Please furnish details of collaboration/ licensing agreement	

- 2.07.00 If equity held by the Qualified Equipment Manufacturer (as per clause 3.1)
- 2.08.00 Whether equity held directly or indirectly ?
- 2.09.00 If indirectly then furnish the relationship tree along with all relevant subsidiaries holding company
- 2.10.00 Please furnish the commitment for lock in period as per requirement
- 2.11.00 Certified that DJU and Bank Guarantee shall be furnished as per format enclosed in the holding document meeting the requirement ?
- 2.12.00 Bidder to furnish documentary evidence \ in support of above date

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

ANNEXURE-III

**FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED
FOR(NAME OF EQUIPMENT)
AS PER CLAUSE 4.3.3 OF CHAPTER 04, "PROVENNESS", VOLUME II**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY **SUB-VENDOR (i.e. SG SUPPLIER/MANUFACTURER AS IN ITEM 4.0 OF BID DATA SHEET), *INDIAN JOINT VENTURE COMPANY/*SUBSIDIARY COMPANY MEETING THE REQUIREMENTS SPECIFIED AT CLAUSE NO. 4.3.3 OF CHAPTER 04, "PROVENNESS", VOLUME II ALONGWITH QUALIFIED EQUIPMENT MANUFACTURER OF (NAME OF EQUIPMENT) MEETING THE REQUIREMENTS AS PER CLAUSE 4.3.1 OF CHAPTER 04, "PROVENNESS", VOLUME II AND ITS *HOLDING/*SUBSIDIARY COMPANY, AS APPLICABLE FOR SUCCESSFUL PERFORMANCE OF (NAME OF EQUIPMENT), IN WHICH EXECUTANT OF THE DJU ARE JOINTLY AND SEVERALLY LIABLE FOR THE SUCCESSFUL PERFORMANCE OF THE.....(NAME OF EQUIPMENT)

The DEED OF UNDERTAKING executed thisday ofTwo thousandby M/sa Company, meeting the requirements as per clause 4.3.3 of Chapter 04, "Provenness", Volume II, incorporated underhaving its Registered Office at (hereinafter called the "Indian JV/Subsidiary Company", which expression shall include its successors, administrators, executors and permitted assigns) AND

**M/s a SG Supplier/Manufacturer as in Item 4.0 Of Bid Data Sheet incorporated underhaving its Registered Office at(hereinafter called the "Sub-Vendor", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/sa Company registered under thehaving its Registered Office at(hereinafter called the " Qualified Equipment Manufacturer ", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/sa Company registered under thehaving its Registered Office at(hereinafter called the "**Holding/*Subsidiary Company of Qualified Equipment Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns), in favour HPGCL, a Government of Haryana undertaking incorporated under the Companies Act, 1956, having its Registered Office at Punchkula (hereinafter called "Owner" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids for design, engineering, manufacture, supply, transportation to site, construction, installation, testing, commissioning and conductance of guarantee tests for the EPC Package "1 x 800 MW Super Critical Expansion Unit Deen

Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar" (hereinafter referred to as "Plant") vide its Bidding Document No. 03/HPGCL/DCRTPP/EPC/800MW

AND WHEREAS vide clause 4.3.3 of Chapter 04, "Provenness", Volume II of bidding documents, it has been specified that a JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no.4.3.1 of Chapter 04, "Provenness", Volume II can also manufacture such equipment, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 4.3.1 of Chapter 04, "Provenness", Volume II of bidding documents (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers is having, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later. In addition, the contractor/sub-vendor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU for each equipment in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment.

WHEREAS M/s (*Indian JV/*Subsidiary Company) has been formed for manufacturing and supply of equipment(s) as listed at clause no. 4.3.3 of Chapter 04, "Provenness", Volume II has a valid collaboration or licensing agreement for design, engineering, manufacturing of(Name Of Equipment) in India with M/swho meets the requirements stipulated at clause 4.3.3 of Chapter 04, "Provenness", Volume II of bidding documents (or the technology provider of the qualified equipment manufacturer).

AND WHEREAS M/s (Qualified Equipment Manufacturer) is having, *directly *or *indirectly through its *holding company M/s...../ *subsidiary company M/s....., at least 26% equity participation in the Indian *Joint Venture Company/ *Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :

1. We the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company and the Sub-Vendor, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner for the successful performance of the (Name of Equipment).

2. In case of any breach of the Contract committed by the Indian *JV/*Subsidiary Company, we the **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the (Name of Equipment) and undertake to carry out all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the sub-vendors obligations stipulated under the Contract. Further, if the Owner sustains any loss or damage on account of any breach of the Contract for the (Name of Equipment), we the Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer jointly and severally undertake to promptly indemnify and pay such loss/damages caused to the Owner on its written demand without any demur, reservation, Contest or protest in any manner whatsoever. This is without prejudice to any rights of the Owner against the Contractor/ his Sub-Vendor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Owner to first proceed against the Indian *JV/*Subsidiary Company / **Sub-Vendor before proceeding against the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer nor any extension of time or any relaxation given by the Owner to the Indian *JV/*Subsidiary Company / **Sub-Vendor shall prejudice any rights of the Owner under this Deed of Joint Undertaking to proceed against the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.

3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:

(a) We the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of the Qualified Equipment Manufacturer shall ensure that complete design, manufacturing, quality assurance and installation of the (Name of Equipment) is carried out inline with our manufacturing & quality drawings and procedures and shall be fully responsible for its compliance so as to ensure satisfactory, reliable, safe and trouble free performance of (Name of Equipment).

Further, we, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Indian *JV/*Subsidiary Company's works and/ or at Owner's project site.

Further, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall depute their technical experts from time to time to the **sub-vendor's / Indian *JV/*Subsidiary Company works/ Owner's project site as required by the Owner and

agreed to by **Sub-Vendor to facilitate the successful performance of the (Name of Equipment) as stipulated in the aforesaid Contract.

Further, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the (Name of Equipment) under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall advise the **Sub-Vendor/ Indian *JV/*Subsidiary Company suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

(b) In the event Indian *JV/*Subsidiary Company/**Sub-Vendor fail to demonstrate that the (Name of Equipment) meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Owner.

(c) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the (Name of Equipment) and payment of financial liabilities and penalties and fulfilment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the **Sub-Vendor and Indian *JV/*Subsidiary Company and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer.

4. We, the **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the equipment covered under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company will be fully responsible for the quality of all the equipment/main assemblies/

components manufactured at their works or at their Vendors' works or constructed at site, and their repair or replacement, if necessary, for incorporation in the Plant and timely delivery thereof to meet the completion schedule under the Contract.

6. In case of Award, in addition to the Contract Performance Security for the Contract, the **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company shall each furnish 'as security' an on demand Performance Bank Guarantee in favour of the Owner as per provisions of the bidding documents. The value of such Bank Guarantee shall be equal to INR 1.5 Million (Rupees One and Half Million) and it shall be guarantee towards the faithful performance /compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and valid till ninety (90) days beyond the end of defect liability period of the last equipment covered under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The guarantee amount shall be promptly paid to the Owner on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Haryana shall have exclusive jurisdiction.
8. We, the **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and Indian *JV/*Subsidiary Company agree that this Undertaking shall form an integral part of the Contracts from the date of signing of this Deed of Joint Undertaking. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till its validity.
9. That this Deed of Joint Undertaking shall be operative from the effective date of signing of this Deed of Joint Undertaking.

IN WITNESS WHEREOF, the **Sub-Vendor and Qualified Equipment Manufacturer and the *Holding/*Subsidiary Company of Qualified Equipment Manufacturer and *Indian Joint Venture Company/ *Subsidiary Company Vendor through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

1. WITNESS For M/s
(*Contractor / *Sub-Vendor)

.....
(Signature Name) (Signature of the Authorised
Representative).....

.....
(Official Address) Name.....

Designation.....

Common Seal of the Company
.....

1. WITNESS For M/s
(Indian *JV/*Subsidiary Company)

.....
(Signature Name) (Signature of the Authorised
Representative).....

.....
(Official Address) Name.....

Designation.....

Common Seal of the
Company.....

1. WITNESS For M/s
(Qualified Equipment Manufacturer)

.....
(Signature Name) (Signature of the Authorised
Representative).....

.....
(Official Address) Name.....

Designation.....

Common Seal of the
Company.....

1.

WITNESS

*For M/s
(*Holding/*Subsidiary Company of
Qualified Equipment Manufacturer)

.....
(Signature Name)

(Signature of the Authorised
Representative).....

.....
(Official Address)

Name.....

Designation.....

Common Seal of the
Company

Note : Power of Attorney of the person signing is to be furnished.

* Contractor/Sub-Vendor shall strike out, whichever is not applicable.