

Annexure 4

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor)., having its registered offices in
_____(Address of Vendor), registered under the no. _____
of the Companies' register of _____(Name of Place and Country),
capital stock of _____(Value), with a place of business in
_____(Name of Place and Country) (hereinafter referred to as
"_____(Name of Vendor)");

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect

such information as Proprietary Information to the extent that the originating Party :

- identifies the Information as Proprietary at the time of original disclosure, - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
 - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be

treated by such persons or entities with the same degree of care and subject to the same restrictions;

- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
 - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary

Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or

- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
- f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
- g) the protection period has expired according to articles 11 and 12 of this Agreement.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.

8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.

9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be

construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive federal laws of Switzerland excluding its choice of law rules. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.
15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____(**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____(**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,

HEAVY ELECTRICAL EQUIPMENT PLANT,

Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: Shri B.M.Bansal, General Manager- Materials Management

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

_____ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.

ENQUIRY ITEM DETAILS

Annexure-3

SNO	ENQNO	ITEM-NO	MATCODE	MDESC	QUANTITY	UNIT	Delivery Required
1	T/T206/20/2175W1	1	W97310521285	DRG: 01052105501 VAR00 REV: 00 STATIONARY BLADE RING HPT SPEC: HW19469 REV: 03 GRADE: X12CRMOWVNB10-1-1 Standard : ST 32001	3	NO	30.12.2021(Qty : 1 No.) 30.05.2022 (Qty : 1No.) 30.09.2022 (Qty : 1 No.)

 HARIDWAR	Mandatory Technical Pre-Qualification Requirements (PQR) for Stationary Blade Rings HPT STE-TB/PQR/10521/001	Rev. No. 00 Page 1 of 4
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"Stationary Blade Ring" for Super-critical HP Turbine in completely finish machined condition is required as per drawing and details in the enquiry.

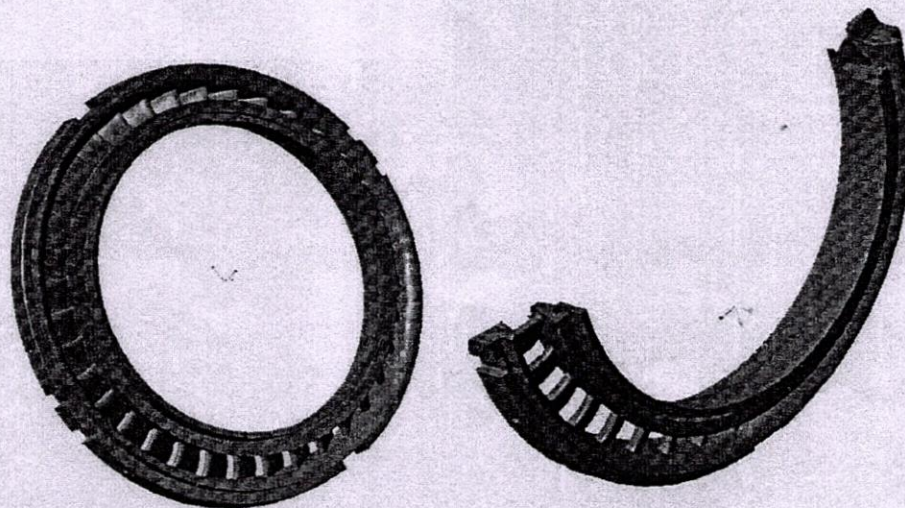


Figure: Stationary Blade Ring Complete and in Half part (Upper Part and Lower Part identical)

Stationary Blade Ring (SBR-HPT) is machined from mono block forged rings in two halves. SBR-HPT is used in the First stage of HP turbine which is a zone of high temperature and pressure. This SBR is subjected to extreme creep fatigue stresses and is manufactured under close tolerances and with special machining operations performed on it.

 HARIDWAR	Mandatory Technical Pre-Qualification Requirements (PQR) for Stationary Blade Rings HPT STE-TB/PQR/10521/001	Rev. No. 00 Page 2 of 4
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Vendor must fulfill the following Pre-Qualification Requirements (PQR). Offers of vendors not meeting these requirements will not be considered.

1. Vendor must have experience of manufacturing and supplying at least two machined components similar to Stationary Blade Ring (Drg. attached) i.e. complete integral ring or ring in two parts of size range:

Outer Diameter -800 mm and above

Width - 120 mm and above

With throat (gap) between the blade profiles in range of 15 mm to 24 mm.

The supplied ring should be of material grade: X12CrMoWVNbN10-1-1 (ESR Hardened and Tempered) or X22CrMoV121+QT1 (Hardened and Tempered) or any similar heat treated material, having integral enclosed twisted blade profiles similar to shown in drawing.

In support of past experience, vendor to submit information in the format below about the customer(s)/Company where such component has been supplied during the last 7 years:

SL.No	Name of Customer	Detail Address	Name, Phone no. and email Id of contact person	Purchase order No.	Date of Supply	Quantity

Vendor to submit the following documents as an evidence of acceptance of supplied component, for the above mentioned successfully executed orders:

- a) End user certificate or two Un-Priced Purchase Orders (POs) copies from the same customer.
- b) Test Certificates of component for the two nos. of unpriced POs referred above.
- c) Drawing/sketch/photograph of supplied component detailing the broad dimensions.

for at least two of the above mentioned successful executed order/supply.

 HARIDWAR	Mandatory Technical Pre-Qualification Requirements (PQR) for Stationary Blade Rings HPT STE-TB/PQR/10521/001	Rev. No. 00 Page 3 of 4
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2. Vendor must have In-house machining facilities to manufacture subject Stationary Blade Rings as per drawing enclosed in enquiry. Details of machining facilities (List of Machines with type of machine & broad specifications – which will be used for manufacturing of subject Stationary Blade Rings) to be submitted with offer.

In case, if any manufacturing operation is to be carried out by the vendor at its sub- vendor works, Vendor to provide detail of this manufacturing operation & applicable facility / machine details & broad specifications. In addition to this, vendor to submit copy of agreement between vendor & its sub-vendor with offer, clearly mentioning the agreement for carrying out above referred operation at sub-vendor works, in case of order.

3. Vendor to procure the Forging (Raw Material) for Stationary Blade Ring from BHEL approved sources as per Annexure 1, Vendor to confirm.

OR

Forging from other than BHEL approved vendors may also be considered with prior approval of BHEL. Process qualification of forging will be required as per BHEL enquiry specification. For approving other than BHEL approved forging supplier, vendor to submit following details for BHEL acceptance:

- Details of their forging supplier
- Past experience of forging supplied in enquiry material grade. At least one test certificate of forging to be submitted.
- Raw material source for billet / bloom / ingot for forging with past experience and creep rupture data (if available).

4. Vendor should have In-house Inspection/Testing/Checking facilities for items in the enquiry, or should have competent sub-vendors to inspect/test/check the items in the enquiry using tools such as 3D-CMM. Details of testing facilities (List of facilities / equipment with type & broad specifications) to be submitted with offer.

c/15

 HARIDWAR	Mandatory Technical Pre-Qualification Requirements (PQR) for Stationary Blade Rings HPT STE-TB/PQR/10521/001	Rev. No. 00 Page 4 of 4
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5.
 - a) Vendor to submit Manufacturing Plan (Detailing all the stages of manufacturing from Raw material to Finish Machining with details of facility/machine used for each manufacturing & inspection stage) for the components referred at Sr. no. 1 (i.e. already manufactured and supplied by the vendor).
 - b) Vendor is also required to submit Manufacturing plan (Detailing all the stages of manufacturing from Raw material to Finish Machining with details of facility/machine used for each manufacturing & inspection stage envisaged by vendor for manufacturing of Stationary Blade Ring (Drg. attached in the enquiry).
 - c) Manufacturing plan (as per sr. no. b above) should ensure that all the requisite dimensions & surface finish of the final finished product must be as per drawing & there should not be any visual defects like waviness, line mark, steps, chatter marks etc. on the Ring. Vendor to confirm.
6. Vendor to confirm that in case of order, it will provide the detailed Quality Plan.

Important Note:

- a. Vendor to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- b. All the drawings, documents, standards and other details with respect to this enquiry are confidential and must not be used directly or indirectly in any way detrimental to the interest of BHEL.
- c. All the documents and correspondences shall be accepted in English language only.
- d. Vendor to note that all tools and technological items required for the manufacturing of said item shall be arranged by the vendor, in case of order.
- e. BHEL team may visit vendor works to assess vendor's manufacturing and testing facilities, if required.
- f. Vendor to note that the coordinates for the profile of Stationary Blade Ring in the form of X,Y,Z coordinates will be provided to vendor in ASCII format in case of order. BHEL will not provide 3D model to the vendor.

ANNEXURE - 1

1	Specification : HW19390 (X22CrMoV12-1)
	Mackeil Ispat and Forgings
	Starwire India Ltd.
	Good Luck Engineering, Ghaziabad
	CHW Forge, Ghaziabad
	R. D. Forge, Ghaziabad
	Bharat Heavy Electricals Limited, Haridwar
	Vikrant Forge Limited, Kolkata
	Bay-Forge Limited, Chennai
	Forgital Italy S.P.A
	Note: Raw material for forging (ingot / bloom) to be procured from any of the following BHEL approved source by forgemaster: CFFP, BHEL, Haridwar Arcvac Forge Cast, Kolkata Starwire India Ltd, Ballabgarh Saarloha Advance Material, Pune MIDHANI, Hyderabad SAIL, Mahindra Sanyo, Khopoli Metal Ravne, Slovenia BGH, Germany, Bohler Germany
2	Specification: HW19469
	M/s Star Wire (India) Ltd
	M/s CHW Forge Ltd
	M/s Good Luck Engineering
	M/s Mishra Dhatu Nigam, Hyderabad
	M/s Bay Forge
	M/s Forgital, Italy
	M/s Bohler, Germany
	Note: Raw material for forging (ingot / bloom) to be procured from any of the following BHEL approved source by forgemaster: Starwire India Ltd, Ballabgarh MIDHANI, Hyderabad Bohler Germany Dongbei Special Steel China (Principal Manufacturer: M/s Fushun Special Steel Co. Ltd, China)

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL					
BHEL	VENDOR'S NAME	ITEM			QP NO.									
				DATED										
		DRG. NO.	AS PER PO											
		SPEC.	AS PER PO											
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11

MANUFACTURER/SUBCONTRACTOR		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' 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 CHP: CUSTOMER HOLD POINT	FOR CUSTOMER USE	
		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

Tender Reference No.	T/T206/20/2175W1	
Techno-Commercial Terms and Conditions		
Tender Inviting Authority: BHEL HECP Haridwar		
Item Name: STATIONARY BLADE RING HPT		
Quotation Reference No. & Date		
Name of the Bidder/ Bidding Firm / Company :		
(This Techno-Commercial term and Conditions template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Quotation Reference No., Date and Confirmation only)		
NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation / Comments
	Technical Terms	
1	Vendor to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.	
2	Material shall be supplied as per Material Code W97310521285 DRG: 01052105501 VAR00 REV: 00 STATIONARY BLADE RING HPT SPEC: HW19469 REV: 03 GRADE: X12CRMOWVNB10-1-1 Standard : ST 32001	
3	Raw material shall be procured by the from BHEL approved / accepted Sources in line with clause no. 3.0 of PQR. Vendor to confirm.	
	Quality Terms :	
4	Vendors to furnish Quality Plan along with offer for BHEL Review and approval in BHEL Format (Annexure-2).	
5	(b) Vendor to confirm Inspection by BHEL nomination agency BVIL (for Indigenous) and by Third Part Inspection Agency (TPIA) LRS / TUV/BV (for Import) as per finally BHEL approved quality plan	
	Commercial Terms :	
6	Please specify whether you are manufacturer or Trader of the item.	
7	Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed. a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored. c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender. d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. e. In case order is to be placed and executed by agent following aspects are to be ensured: • Manufacturer of the agent should meet the PQR as defined in tender. • Agent should have annual turnover of at least equal to Rs. 100 Lacs during one financial year and the net worth of the agent should be positive. • Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.	
8	Delivery Terms (BHEL Standard term: FOR Destination means CPS/HECP/ BHEL Haridwar)	
9	Despatch mode	
10	Origin of Despatch	

NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation / Comments
11	Freight Charges (Pre-paid/ To Pay) # Loading shall be done as per extant rules of BHEL-Haridwar, if Freight is mentioned as 'To Pay'	
12	Packing Charges Kindly inform the Packing Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges	
13	Forwarding Charges (Included/Extra) Kindly inform the Forwarding Charges (Included/Extra). Kindly indicate the percentage in case of 'Extra' charges	
14	Delivery Period in months (Lead Time from PO date)	
15	Payment term: "100% payment against receipt & acceptance of material at BHEL HEEP Haridwar". # If vendor deviates from BHEL's standard payment term, loading on account of deviation in standard payment term shall be done as per extant rules of BHEL-Haridwar (Refer latest GISTC)	
16	Bank Charges # If BHEL's Standard Payment terms accepted then bank charges not applicable, otherwise please mention	
17	Rate of GST (CGST/SGST/IGST) extra in % (for Indian Bidder only)	
18	Test certificate as per Ordering Drawing & Specification shall be provided.	
19	Guarantee Certificate (In line of GISTC) shall be provided	
20	Late delivery Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. # If vendor don't accept this clause, then loading shall be done as per GISTC.	
21	Quotation Validity (As per NIT, Validity is 120 days from techno-commercial bid opening date).	
22	Currency	
23	5. The evaluation currency for this tender shall be INR. (Exchange rate on the date of opening of tender enquiry will be considered for conversion of foreign currency)	
24	Are you registered under Micro Small Enterprises (MSE vendor)? if Yes then provide Udyam Certificate (for Indian Bidder only)	
25	For Indian Bidder : Vendor Contract clause regarding GST ITC and provision for E-invoices w.e.f. 01.10.2020: (i) W.e.f. 01.01.2021, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 100 Crs. in any preceding financial year from 2017-18 onwards. (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System. (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.	
26	Any other comments (like any other charges, order to be placed on etc.)	
27	BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.	
28	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	

NUMBER #	TEXT #	TEXT #
Sl.No.	Techno-Commercial terms	Vendor Confirmation / Comments
29	Vendor to 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.	
30	For All Bidder : Local Content declaration certificate as per provided format. (Refer attachment)	
31	Remaining terms and conditions shall be as per General instruction and standard terms & conditions (GISTC) version Dec-2020 rev: 05.	
32	In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

Details of location at which local value addition will be made is as follows: -

.....

.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Seal & Signature of Supplier