

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR
249403

TEL: +91 1334 285623 E-mail: amit.garg@bhel.in

TENDER ENQUIRY NO.: X/6600/2026/EOI:01

Title: Expression of Interest for inviting vendors for machining of major Turbine Casings.

Bharat Heavy Electricals Limited (BHEL) is a leading Central Public Sector Enterprise of Govt. of India which is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing organizations in India, catering to the core infrastructure sectors of Indian economy viz. energy, transportation, industry, non-conventional energy and defense.

BHEL has been in the business for more than 60 years and has supplied more than half of power producing equipment installed in the country.

We are looking for reputed Indian machining vendors for machining of major turbine casings as per below table. Required pre-qualification criteria, scope work and tentative tender terms and conditions are attached herewith.

Sr. No.	Item Name	Scope of work	Annual Qty. in Nos.
1	HP Inner Casing	Rough Machining	5
2	HP Inner Casing	Finish Machining	5
3	HP Outer casing- Inlet End	Complete Machining	5
4	HP Outer casing- Exhaust End	Complete Machining	5
5	IP Inner Casing	Rough Machining	5
6	IP Inner Casing	Complete Machining	5
7	IP Outer Casing	Complete Machining	5
8	LP INNER -1 &2	Complete Machining	10
9	Pedestal	Complete Machining	40
10	ESVCV	Complete Machining	20
11	IVCV	Complete Machining	20

The offers received will be technically evaluated by BHEL & successful shortlisted parties will be asked to submit their detailed Techno-Commercial offers through formal NIT/Enquiry, for our future requirements.

Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored. If vendor is in expansion phase they can also submit list of facilities (alongwith the PO placed/commitment made with the machine suppliers) which will be installed in next one-year i.e. till 15.09.2027.

BHEL presently intends to shortlist the suitable Indian vendor for machining of these components. Interested Parties having prior experience of machining of similar components & proven manufacturing

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and testing capabilities are requested to submit their response along with required documents (Annexure-1) latest by 15/09/2026.

The prospective vendor will be required to sign Non-disclosure Agreement (NDA).

Vendors can contact BHEL as per below details for any clarifications:

Amit Kumar/Sr. Manager (AIX-T)	Rajiv Kumar Rajak/Sr. DGM (AIX-T)
Email ID: amit.garg@bhel.in Landline: 01334-285623 Mobile: 9815344974	Email ID: rkrajak@bhel.in Landline: 01334-281097 Mobile: 9410395966

INSTRUCTION TO APPLICANTS

Prospective Partner / Respondent may submit their application by submission of documents mentioned in Annexure 1.

Amit Kumar/ Sr. Manager (AIX-T)
Ph. No: 01334-285623, 9815344974
Email: amit.garg@bhel.in / rkrajak@bhel.in

Hard copy of documents can also be submitted at below specified address:

Amit Kumar/ Sr. Manager (AIX-T)
3rd Floor Main Admin Building
BHEL HEEP Haridwar
Uttarakhand-249403
Ph. No.: 9815344974

The details submitted by the applicant(s) shall be complete in all respects and BHEL may seek clarifications/additional information as considered necessary.

Last Date for submission of EOI: 15-09-2026

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Annexure-1

LIST OF DOCUMENTS

1. Organizational Information – Name and Correspondence Address of the Firm/ Company to be registered complete with contact number and email id.
2. Registration particulars – If registered with any of the BHEL Units
3. Items for which vendor is interested from the item list given by BHEL
4. Filled Additional Terms and conditions alongwith all Annexures
5. List of Inhouse Machining Facilities. If vendor is in expansion phase they can also submit list of facilities (alongwith the PO placed/commitment made with the machine suppliers) which will be installed in next one-year i.e. till 15.09.2027.
6. Inspection and Testing facilities – List of Inspection & Testing facilities / Equipment available.
7. Experience related to machining of similar equipment's along with photographs.
8. Unpriced PO copies, Inspection reports signed by customer or TPIs for similar executed items
9. Standard Quality Plan.
10. Quality Management System - Whether Supplier is ISO 9001, ISO 14000, OHSAS – 18000 Certified.
11. List of Enclosures (Brochures, Catalogues etc.)
12. List of current customers
13. Financial Information for last 3 years.



Bharat Heavy Electricals Limited Sub-Contracting (Turbine) HEEP,
BHEL, Ranipur, Haridwar-249403 (Uttarakhand) Ph. No.: 01334-285166
E-mail: amit.garg@bhel.in; rkrajak@bhel.in

NIT-NOTICE INVITING TENDER (OPEN TENDER IN TWO PART BID) THROUGH BHEL E-PROCUREMENT PORTAL

TENDER ENQUIRY NO.: X/6600/2026/EOI:01

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1	Item details	Expression of Interest for inviting vendors for machining of major Turbine Casings
2	Issue of Tender documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3	Due date of offer submission	Date: 15-09-2026 Time: 13:45 Hrs. https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).
4	Opening of Tender (Techno-Commercial Bid)	Date: 15-09-2026 Time: 16.00 Hrs. Note: <i>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the opening online only.</i>
6	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.

Please submit your offer only for the above requirement subject to compliance of all **Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. Please visit our site <https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp> for latest revision of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.

A Valid MSE certificate such as Udyam Registration issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). As per the OM No. F. No. 1(2)(1)/2016-MA dated. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

Bids shall be submitted by vendors as per Buyer added terms and conditions, special contract terms, technical terms and latest applicable GISTC

Drawings of Tender items and other documents will be provided only after receipt of Non-Disclosure Agreement (Duly filled, signed and stamped, on each pages) by the vendor. Vendor can provide scanned copy of Non-Disclosure Agreement through e-mail and ask for drawings & documents well before opening date and time of enquiry. BHEL Haridwar registered vendors are exempted for submission of Non-Disclosure Agreement. Format of Non-Disclosure Agreement is attached with tender document.

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions.

E-Procurement Portal Inputs

Procedure for Submission of Offer for E-Tender procedure for Submission of Tender is available in the "Bidder Manual for BHEL Bidders" at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

Bidders against tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com. To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/Tender Notifications/Sample Checklist](http://www.bhel.com/home.php/TenderNotifications/SampleChecklist).

NIC portal Helpdesk Contacts

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.

B) For Technical support: eproc@nic.in

Note: Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for incomplete documents.

KINDLY READ "ESSENTIAL INSTRUCTIONS FOR BID SUBMISSION" THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

ESSENTIAL INSTRUCTIONS FOR BID SUBMISSION

Clause 1.0 – Tender submission and opening

The tenders shall be submitted in **TWO PARTS** as described below on or before the due date and time of tender opening:

- a) Part-I (Cover I) : 1. Pre-Qualifying Requirement (PQR) duly filled and required documents as asked in PQR.
2. Techno-Commercial Bid. Techno-Commercial Terms & Conditions as per special terms and conditions, Buyer added terms and conditions alongwith various annexures should be filled by vendor and submitted along with part-1 of tender enquiry.
3. Replica of price bid (un-priced quotation) must be enclosed with part-1 of tender enquiry.
4. Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation.
5. Any other related documents.

b) Part-II (Cover II): The Price Bid in BOQ format shall comprise of the price bid only (with price) as per Tender Enquiry.

Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.

If replica of price bid (un-priced) is not submitted along with Part-I bid, the offer is liable to be rejected.

- Any corrections / amendments shall be properly & fully authenticated with signature.

The bidders will have to submit signed offer / bid through BHEL NIC portal only. Each page of quotation should be signed and stamped by authorized representative of vendor, else the offer is liable to be rejected. **Unsigned bids are liable to be ignored.**

Terms and conditions agreed by vendor in techno-commercial bid shall be finalized before price bid opening and any terms mentioned by vendor in price bid shall not be considered.

Clause No. 2.0:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 3.0:

The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firm, shall be rejected. The list of debarred firms is available on BHEL website www.bhel.com.

Special Terms & conditions of Tender Enquiry:

1. Loading Criteria:

- a) BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor.
 - b) Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids. In case BHEL accepts the EX-Works, prices such offers will be loaded with actual freight charges as per BHEL freight rate contract.
 - c) Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at <https://hwr.bhel.com/bhelweb/Home.jsp>." If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.
 - d) Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:
 - (a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC.
 - (b) The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.
2. Material should come back within one year positively from the date of challan against which material was sent to sub-contractor. In case material is not returned within 12 months period, applicable GST with interest from the date of challan shall become payable on expiry of one-year period and the applicable GST with interest will be debited from sub-contractor account.
3. In case quantity is non-divisible in nature, the contract for such quantity will be awarded to L1 bidder. In such cases, quantity shall not be counter offered to MSE bidders.

4. Treatment of offers submitted by agents in OT:

- 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, bid received from the agent shall be ignored.
- c) The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
- d) The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects should be followed:
 - i) The manufacturer should meet the PQR requirement as defined in the tender.
 - ii) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the NIT.
- e) BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest

not registered specifically etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

5. Without explicit written permission from BHEL, Haridwar:

- a) Vendors shall not pass on any Drawings/Documents or its contents/copy in any form which are being supplied by BHEL Haridwar with the Enquiry/Sub-Contract Order to any other party.
 - b) Vendors shall not Sub-Contract the work or part of it to any sub-vendor.
 - c) The Vendors shall not use BHEL Haridwar Drawings/documents (supplied by BHEL Haridwar) for supplying the item to any other party.
 - d) It shall be ensured that the material is procured (in case of party material) from BHEL approved supplier along with correlated test certificates. No waiver shall be acceptable in this. In case the repeat testing is required, it should be done at NABL accredited labs only. Failing above, BHEL Haridwar shall have the right to take necessary action (including legal action also) and/or impose the penalty, as deemed fit.
6. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case, vendor will be informed accordingly.
7. In case of package wise evaluation, Prices shall be furnished for all items of package as per tender terms & conditions. ***Else, the bid is liable for rejection.*** Quotation must be clearly legible.
8. In the course of Evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.
9. Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
10. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the bidders. These clarifications will be communicated to the vendors through e-mail. The bidders will be given sufficient time to respond the clarifications.
- The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.***
11. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact bid (if applicable).
12. The quantity may undergo change at the time of ordering.
13. No standard gauges up to M42 shall be provided by BHEL.
14. All enclosures must be sent with the quotation with seal and signature.
15. In case of rejection, total material cost along with other commercial overheads will be recovered from Vendor.
16. For each supply, vendors are requested to raise separate Invoice along with Running Tally sheet (RTS), GST compliance Certificate, Copy of BHEL GST challan, Material receiving (Material sent by BHEL at vendor's work) document at vendor's works & Guarantee certificate. In case vendor will not submit material receiving document, then GST challan date mentioned in GST challan shall be considered as material receiving date at vendor's work. All invoices must be submitted in AIX-Turbine, BHEL Haridwar for further payment processing.

17. Mandatory e-invoice if turnover of vendor / contractor is more than Rs. 5 crores in any preceding financial year from 2017-18 onwards as per notification no. 10/2023-central tax w.e.f. 01.08.2023). also, invoice must include INR and QR code on tax invoice or declaration by vendor/contractor if turnover in any preceding financial year from 2017-18 onwards is less than Rs. 5 crores.
18. 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.
19. Material shall be sent to sub-contractor against Bank Guarantee and Indemnity Bond. In case of rejection/non-delivery of material, material cost shall be recovered from sub-contractor by BHEL.
20. Where Bank Guarantee and Indemnity Bond clause not accepted by vendor, BHEL may ignore the offer of vendors.
21. Prices quoted should not be more than the prices quoted to any other BHEL units/offices/ divisions.
22. In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.
23. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
24. The material issued to sub-contractor as free issue material for machining/machining & assembly/ coating operations shall remain the property of BHEL, Haridwar. The sub-contractor shall use the materials only for BHEL contract and for no other purpose whatsoever. The sub-contractor shall be liable for the loss or damage to above material from whatsoever cause happening while such material is in the possession or under the control of the sub-contractor. All the materials of BHEL, Haridwar shall under no circumstances be hypothecated to any Bank or to any lending institution or to any Party whatsoever. It should not also be shown as the sub-contractor's assets in any of the statements of sub-contractor to any party. The sub-contractor shall produce document for the free issue material supplied to them to BHEL officials visiting the sub-contractor's unit for verifications/inspection purposes at any time. If sub-contractor fails to produce or properly account for the material so issued, BHEL Haridwar will take further action as deemed fit including the recovery of the value of material as per BHEL norms from the sub-contractor's running bills/ encash sub-contractor's Bank Guarantee/ Indemnity Bond (IB).

25. Action against Bidders / vendor / supplier / contractor in case of default:

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

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

26. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

Date :

Signature :

Name :

Designation :

Department :

M/s

UN-PRICE BID

Quotation no.....Dated.....

BHEL Tender Enquiry No.: X/6600/2026/EOI:01

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6	IP Inner Casing	Complete Machining	5
7	IP Outer Casing -	Complete Machining	5
8	LP INNER -1 &2	Complete Machining	10
9	Pedestal	Complete Machining	40
10	ESVCV	Complete Machining	20
11	IVCV	Complete Machining	20

Seal and Signature of Supplier

BHARAT HEAVY ELECTRICALS LIMITED
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Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments
01	Pre-Qualification Criteria: 1.1 Technical (attached) 1.2 Integrity Pact (applicable) 1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. Explanatory Notes for the PQR: i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. ii. Price Bids of only those bidders shall be opened who stand qualified after compliance of PQR.	
02	Scope of Supply: 1) As per drawings and TDCs attached	
03	PRICE BASIS: Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar GSTIN : 05AAACB4146P1ZL	
04	TAXES & DUTIES: 4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead). However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses. 4.2 GST (Goods and Services Tax) 4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition. 4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor. 4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability	

on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

4.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

	4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor. 4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor. 4.2.16 Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. 4.3 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill. 4.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier)_____	
05	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): (Not Applicable)	
06	INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS: BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost. Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. if customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.	
07	DELIVERY: Within 120 days of receipt of materials from BHEL Haridwar at vendor's works. Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement NOTE: a) 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.	
08	TRANSIT INSURANCE: Transit Insurance of material is in BHEL scope. A. Transportation of BHEL Material: By BHEL at vendor works on freight paid basis. B. Delivery basis: Delivery of finished item must essentially be FOR BHEL Haridwar basis. Freight for sending finished components from vendor works to BHEL Haridwar shall be borne by vendor at its own cost & responsibility.	

09	PAYMENT TERMS: a) Payment: 90% payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar and balance 10% payment will be done after final accountal of materials (i.e. Scrap Accountal). Currency of payment will be Indian Rupees (₹). Quotation containing payment term other than above, is liable to be rejected. The payment shall be made within no. of days as defined in the below table from appointed day <table><tr><td>Type of Bidder</td><td>Within Number of Days</td></tr><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></table> Appointed day means • The day of delivery of material (i.e. CISF stamp Date), subject to submission of non-discrepant documents by vendor as per Purchase Order. or • Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier. However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above. b) NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Supplier. Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to supplier/vendor/contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to supplier/vendor/contractor whether under the Contract or otherwise.	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
Type of Bidder	Within Number of Days									
Micro & Small Enterprises (MSEs)	45 Days									
Medium Enterprises	60 Days									
Non MSME	90 Days									
10	DOCUMENTS REQUIRED FOR BILL PROCESSING: The following documents are required to be sent with Material Dispatch/Billing Documents: • Original Tax Invoice in triplicate (As per Cl. No. 4 above). • Guarantee Certificate • Inspection Report • GST compliance certificate • Running Tally sheet									
11	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION: For Electronic Fund Transfer the details are as below: a) Name of the Beneficiary: Bharat Heavy Electricals Limited b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – HEEP Haridwar 249403 Name of the bank - STATE BANK OF INDIA Bank branch - RANIPUR BRANCH City HARIDWAR Branch code - 000586 Account Number – 10667995458 Account type - CC IFSC code - SBIN0000586 MICR code – 249002005									
12	EARNEST MONEY DEPOSIT: Not Applicable									
13	PERFORMANCE SECURITY: Not Applicable									
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: 14.1 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.

14.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- 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.

	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 NIC 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.													
18	LIQUIDATED DAMAGE: Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL 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.													
19	INTEGRITY PACT (IP): Applicable a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Supplier/Vendor 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. <table border="1"> <thead> <tr> <th>Sl No</th><th>IEM</th><th>E Mail</th></tr> </thead> <tbody> <tr> <td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 28 below.</i>	Sl No	IEM	E Mail	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
Sl No	IEM	E Mail												
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in												
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in												
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												
20	PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid. For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.													

	20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017: I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. “Bidder from a country which shares a land border with India” for the purpose of this Clause means: - - An entity incorporated established or registered in such a country; or - A subsidiary of an entity incorporated established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. - The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. - Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids	
21	Settlement of Dispute: If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith	

be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1

21.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to 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)).

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.

21.2 ARBITRATION:

21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Delhi International Arbitration Centre (DIAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

21.2.2 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 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.

21.2.3 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 Institution- **Delhi International Arbitration Centre (DIAC)**- 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 **Delhi International Arbitration Centre (DIAC)**-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.

21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Haridwar**.

21.2.6 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**.

21.2.7 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. 21.2.8 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. 21.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. 21.3 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution	
22	JURISDICTION Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. GOVERNING LAWS `1 The contract shall be governed by the Law for the time being in force in the Republic of India.	
23	FORCE MAJEURE 23.1 "Force Majeure" shall mean circumstance which is: - beyond control of either of the parties to contract, - either of the parties could not reasonably have provided against the event before entering into the contract, - having arisen, either of the parties could not reasonably have avoided or overcome, and - not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: - War, hostilities, invasion, act of foreign enemies. - Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. - Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. - Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. - 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. - Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. - Epidemic, pandemic etc. 23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. 23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. 23.4 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. 23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 23.6 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.									
24	Non-Disclosure Agreement: The bidders shall enter into the Non-disclosure agreement separately.									
25	Cartel Formation The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.									
26	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.									
27	Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, 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.									
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table><tr><td>Amit Kumar/Manager (AIX-T)</td><td>Sudip Kumar Srivastava/Sr. Manager (AIX-T)</td></tr><tr><td>Email ID: amit.garg@bhel.in</td><td>Email ID: sudip@bhel.in</td></tr><tr><td>Landline: 01334-285623</td><td>Landline: 01334-285497</td></tr><tr><td>Mobile: 9815344974</td><td>Mobile: 9760560821</td></tr></table>	Amit Kumar/Manager (AIX-T)	Sudip Kumar Srivastava/Sr. Manager (AIX-T)	Email ID: amit.garg@bhel.in	Email ID: sudip@bhel.in	Landline: 01334-285623	Landline: 01334-285497	Mobile: 9815344974	Mobile: 9760560821	
Amit Kumar/Manager (AIX-T)	Sudip Kumar Srivastava/Sr. Manager (AIX-T)									
Email ID: amit.garg@bhel.in	Email ID: sudip@bhel.in									
Landline: 01334-285623	Landline: 01334-285497									
Mobile: 9815344974	Mobile: 9760560821									
29	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Special conditions of the contract d. Technical Conditions of Contract (TCC) e. GISTC									
30	Quality Requirements: - Inspection by BHEL/BHEL nominated inspection agency and customer /customer nominated agency (wherever applicable) as per drawing and quality plan requirements. - All party material to be procured from BHEL approved sources.									

	• Sub-contractor to provide a summary sheet of documents/TCs provided for correlation. • Sub-contractor to mention relevant QP clauses on all TCs/ reports for every lot • Sub-contractor to submit Manufacturing quality plan for approval from customer before start of work.	
31	Scrap: Scrap generated during the machining operation is to be retained by the vendor free of cost (Treated as Deemed Sales) and vendor must adjust/pass on the benefit to BHEL while quoting the rates. Scrap generated during the machining operation is non-chargeable, only GST and applicable taxes on scrap value will be recovered from vendor's end. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation.	
32	Validity: Validity of the offer should be minimum 120 days from tender opening date.	
33	Order Acknowledgement (If order awarded): In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.	
34	Submission of Bank Guarantee for free issue material and Indemnity bond: Bank Guarantee (BG) of applicable value and Indemnity Bond (IB) of applicable value in BHEL prescribed format should be submitted. Without submission of Bank Guarantee and Indemnity Bond, materials shall not be handed over to vendor. (The value of Bank Guarantee and Indemnity Bond is for complete quantities of all items of the enquiry. The vendor has to submit the Bank Guarantee and Indemnity Bond for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order). BHEL reserves the right to ask for the Bank Guarantee and Indemnity Bond for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time.	
35	Conflict of interest: The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. a) <u>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.</u>	
36	Compliances of GISTC: Bidder/Vendor has to ensure the submission of their offer for Tender Enquiry only after the compliances of BHEL Haridwar's Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries	

37	Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024 for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened. same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
38	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
39	Method of evaluation: Item-wise basis	
40	Packing and preservation instructions 1) COMPONENT TO BE PROPERLY PRESERVED BEFORE DESPATCH. 2) Conserve components as per BHEL's conservation instructions (Table-1 of ST 33004) for 6 months 3) Individually wrap items with bubble wrap or foam to prevent contact. Cover threaded fasteners with nylon polynet sleeves. 4) Wrap packages in 90 GSM polythene sheets and seal with industrial-grade shrink wrap. Ensure packaging is durable to prevent damage or crushing during transportation 5) Aesthetic appearance shall also be ensured and inspected before delivery to BHEL.	
41	Note: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. 3. 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. 4. 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. 5. 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 . 6. Enquiry Items are for commercial re-sale. 7. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. 8. If vendor(s) do not mention anything about aforementioned clauses (s. no. 1-40) in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.	
42	Enclosure: Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-8: Integrity Pact Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank.	

Signature and seal

ONE SIDED**NON DISCLOSURE AGREEMENT**

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

By and Between

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

And

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

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

WHEREAS

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

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

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

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

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

5. **Disclosure**

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

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

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

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

6. Restriction on Use

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

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

7. Protection of Confidential Information

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

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

12. Return of Confidential Information

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

13. Notice of Breach

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

14. Survival

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

15. Governing Law & Dispute Resolution

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

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

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

16. No Publication

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

17. Miscellaneous

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

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

18. **Notices**

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

Notice if to:

BHEL, then to,

Phone :

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

For Bharat Heavy Electricals Limited	For ABC
Signature: Name: Designation:	Signature: Name: Designation:
Signature: Name: Designation:	Signature: Name: Designation: