

**M/S. OPEN TENDER****DUE DATE****16-04-2025**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	HW1078085013 COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE L DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	1500	KG	1	1500 31/10/25
2	HW1078085021 COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE S DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	600	KG	1	600 30/06/25
3	HW1078085030 COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE G DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	600	KG	1	600 30/06/25

**\*\* IMPORTANT:** This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO
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TEST CERTIFICATE REQUIRED.  
GUARANTEE CERTIFICATE REQUIRED.

Special Instructions:  
As Per Attached Special Terms and Conditions.

General Instructions:  
Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.  
For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.  
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.  
Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.  
For further details, please refer latest version of GISTC.  
Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018  
Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

**HARJESH VERMA**  
**DY. MGR. (PPX-T)**

# **TENDER DOCUMENTS**



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-249403**

**LANDLINE NO: 0091 1334 221143**

**PHONE NO:9456101609**

**Enq. No.: 2544 T/ T206/4/2544K1**

**Sub: BHEL-HEEP/OPEN-TENDER (T) /2024**

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items: -

TENDER NO.: 2544 T/T206/4/2544K1			
TENDER OPENING DATE: 16/04/2025 (16 <sup>th</sup> APRIL 2025)			
MATERIAL CODE	MATERIAL DESCRIPTION	QTY.	DELIVERY SCHEDULE
HW1078085013	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE L DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	1500 Kg.	31.10.2025
HW1078085021	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE S DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	600 Kg.	30.06.2025
HW1078085030	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRM013KG SPEC: HW10785 REV: 10 SIZE: TYPE G DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	600 Kg	30.06.2025

# **TENDER DOCUMENTS**

## **SPECIAL INSTRUCTIONS:**

1. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR **Annexure-PQR** for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
2. ITEM DETAILS shall be as per **Annexure-Item Details**
3. BHEL Standard payment term is "Payment after receipt and acceptance of material/item at HEPP, BHEL-store" as per **General Instruction and Standard Terms & Condition (GISTC), Version May-2024, Rev: 07**
4. 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.
5. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. If vendor do not mention anything about LD clause 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.
6. VENDOR TO ENDORSE ATTACHED QP. INDIAN VENDOR TO CONFIRM INSPECTION BY BHEL TPIA QUEST AS PER BHEL APPROVED QP. FOREIGN VENDOR TO CONFIRM INSPECTION BY THIRD PARTY INSPETION AGENCY (LRQA/TUV/BV) AS PER BHEL APPROVED QP.
7. The evaluation currency for this tender shall be INR.
8. 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.
9. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
10. Guarantee certificate (as per GISTC) shall be provided.
11. The total quantity may undergo change at the time of ordering.
12. All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications.
13. The quotation shall be valid for a minimum period of 120 days, effective from the date of tender opening.
14. **Breach of contract, Remedies and Termination:**

In case of breach of contract, 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 the value of the

## **TENDER DOCUMENTS**

security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

**Action against Bidders / vendor / supplier / contractor in case of default:** In order to protect the commercial interests of BHEL, BHEL shall take action 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.

- 15.** 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>”.

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](http://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.

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

## **TENDER DOCUMENTS**

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal;

or

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

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

**17. Contact Details of Purchase officer of BHEL are following.**

a) Harjesh Verma, Manager (PPX-T), PH. No.+91-9456101609

E-mail- [harjesh@bhel.in](mailto:harjesh@bhel.in)

b) Rahul Sharma Sr. Manager (PPX-T), PH. No.+91-1334-281130

E-mail- [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

**18. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020 for Indian Vendors:**

- (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 05 Crs. in any preceding financial year from 2017-18 onwards.
- (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
- (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

**19. If the vendor does not confirm any of the above special instructions, then the same shall be presumed to be acceptable/confirmed.**

**20. Remaining terms and conditions shall be as per General instructions and standard terms & conditions (GISTC) version May-2024 rev: 07.**

## **TENDER DOCUMENTS**

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version May-2024, Rev: 07)**. Please visit our site [www.hwr.bhel.com](http://www.hwr.bhel.com) for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

The tender documents can be downloaded from the web sites [www.bhel.com](http://www.bhel.com) / [www.hwr.bhel.com](http://www.hwr.bhel.com)

After downloading the tender documents from the website, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit **Tender Fee of INR 2,000/- (INR two thousand only)** in the form of Pay Order / Demand Draft (drawn in favor of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no Tender Fee is required to be submitted.**

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

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO.: SBININBB225 CC ACCOUNT NO.: 10667995458 IFSC CODE: SBIN0000586

Please submit separate drafts for tender fee in an envelope super-scribed with bold letters "Tender Fee" to be submitted with Part-I.

**As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A certificate/Udyog Aadhar (UAN) 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 & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."**

**Tenders will be received in Tender Box kept in Tender Room and should be addressed to:**

**THE HEAD OF MATERIAL MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.**

**The date for opening of tender shall be 16.04.2025.** Tenders will be received up to **1.45 P.M. on 16.04.2025** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 16.04.2025) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

# **TENDER DOCUMENTS**

Unregistered vendors may please visit our website [www.bhel.com](http://www.bhel.com) for filling-up Supplier Registration Form (SRF).

BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

**IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.**

**KINDLY READ "INSTRUCTIONS TO BIDDERS". QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**

## **INSTRUCTIONS TO BIDDERS FOR OPEN TENDER**

### **1.0 DEFINITION**

**Registered Vendors** - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

**Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

### **2.0 TECHNICAL QUALIFICATION**

Enclosed format – **Annexure-A (Pre-Qualifying Requirements/PQR)** to be submitted. **It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.**

### **3.0 ESSENTIAL INSTRUCTIONS**

1. Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website [www.bhel.com](http://www.bhel.com).
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The tender shall be **submitted in two parts** in separate envelopes as described below on or before the due date:

#### **i.Part I (Envelope-1) - Containing the following:**

**A. Pre-Qualifying Requirements/PQR as per Annexure (PQR)**

**B. Techno -Commercial Bid** – It should be the copy of Price Bid without the price part

**C. Annexure** (Self-Certification Certificate (MII))

**D. Annexure** (Certificate required as per order no F.No.6/18/2019-PPD of department of Expenditure (DoE))

#### **ii.Part II (Envelop-2) - Containing Price Bid**

**Note: All the individual envelopes should indicate Tender no. and date of opening of Part-I.**

**Both the envelopes (Envelope-1 & Envelope-2) to be put in a single covering envelope indicating tender no., due date and the name of vendor (with address, e-mail id & contact details). Offer should be complete in all respect (i.e. Part-I & Part- II).**



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4. Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
5. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened on a later date of only those vendors whose techno-commercial bid along with PQRs will be found acceptable.
6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on [www.bhel.com](http://www.bhel.com).

**9. Please submit your offer only for the above requirement subject to our GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version May-2024, Rev: 07). Please visit our site [www.hwr.bhel.com](http://www.hwr.bhel.com) in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.**

**10. If vendors/bidders are unable to submit hardcopy of Offer/Bid, offer/bid can be submitted to the following e-mail address: [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)**

### **For submission of bids through e-mail, following procedure must be followed.**

I. Bidder have to submit their bid into two parts: - **Techno-Commercial Bid** (Part-I Bid) and **Price Bid** (Part-II Bid) in two separate password protected pdf files before 01:45 PM **on the date of Techno-Commercial Bid (Part-I Bid) opening**. Names of pdf files attached in e-mail should be as follows:

- Techno-Commercial Bid (Part-I Bid) \_Tender Enquiry No\_\_\_\_\_due date of tender\_\_\_\_\_
- Price Bid (Part-II Bid) \_Tender Enquiry No.\_\_\_\_\_due date of tender\_\_\_\_\_

II. All the vendors submitting their bids through e-mail are advised to have following clear subject line:

- 1.Tender Enquiry Reference No.....:
2. Bid Opening Date (Part 1, Techno-Commercial): .....

III. The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the size of the all attachments in one e-mail should not be more than 10 MB.

IV. In case size of offer is more than 10 MB, the attachments may be sent in separate e-mail and all emails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I & II as above.

V. Password of pdf files should be shared by bidders at same e-mail ID (i.e. [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) as under:

- **For Techno-Commercial Bid (Part-I Bid):** Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of **Techno-Commercial (Part-I Bid) opening** (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL.
- **Price Bid (Part-II Bid):** Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of **Price Bid (Part-II Bid) opening**. After techno-commercial scrutiny of offers, the price-bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 04:00 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL.

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VI. Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder.

**Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

**Note:** This Annexure has to be mandatorily filled & signed by the bidder 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).**

Sl. No	BHEL Requirements	Supplier Acceptance/ Comments
01	<p><b>Pre-Qualification Criteria:</b></p> <p>1.1 Technical/ PQR (attached). All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.</p> <p>1.2 VENDOR TO ENDORSE ENCLOSED QP.</p> <p>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.</p> <p><b>Explanatory Notes for the PQR (Pre-Qualifying Requirements):</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>Price Bids of only those bidders shall be opened who stand qualified after compliance of <b>PQR</b>.</li> </ol>	
02	<p><b>Scope of Supply/Work:</b></p> <p>Supply of items as per Enquiry and Annexure-Item Details</p>	
03	<p><b>PRICE BASIS:</b></p> <p>Price Basis should as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries GSTIN: 05AAACB4146P1ZL</p>	
04	<p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> 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 &amp; services consumed and output goods &amp; 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).</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> 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.</p> <p><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p> <p><b>4.2.3</b> 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</p>	

<p>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.</p> <p><b>4.2.4</b> 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.</p> <p><b>4.2.5</b> 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.</p> <p><b>4.2.6</b> 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 &amp; 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.</p> <p><b>4.2.7</b> 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.</p> <p><b>4.2.8</b> 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: -</p> <ol style="list-style-type: none"> <li>Supply of goods and/or services have been received by BHEL.</li> <li>Original Tax Invoice has been submitted to BHEL.</li> <li>Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</li> </ol> <p><b>4.2.9</b> 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.</p> <p><b>4.2.10</b> TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.</p> <p><b>4.2.11</b> 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.</p> <p><b>4.2.12</b> 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.</p> <p><b>4.2.13</b> 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.</p> <p><b>4.2.14</b> 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.</p>	
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	<p><b>4.2.15</b> 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.</p> <p><b>4.2.16 Variation in Taxes &amp; Duties:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>4.3 Income Tax:</b></p> <p><b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier)</b> _____</p>					
05	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable</b>					
06	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>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.</p> <p>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.</p> <p>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.</p>					
07	<p><b>DELIVERY:</b></p> <p>As per Enquiry and Annexure-Item Details. 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.</p> <p><b>NOTE:</b></p> <p>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.</p>					
08	<p><b>TRANSIT INSURANCE:</b></p> <p>Transit insurance shall be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries</p>					
09	<p><b>PAYMENT TERMS:</b></p> <p>a) <b>Payment:</b></p> <p>100% payment shall be released within no. of days (mentioned in the below table) after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed. BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.</p> <p>The payment shall be made within no. of days as defined in the below table from appointed day</p> <table><tr><td>Type of Bidder</td><td>Within Number of Days</td></tr><tr><td>Micro &amp; Small Enterprises (MSEs)</td><td>45 Days</td></tr></table>	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	
Type of Bidder	Within Number of Days					
Micro & Small Enterprises (MSEs)	45 Days					

	Medium Enterprises	60 Days						
	Non MSME	90 Days						
	<b>Appointed day means</b> <ul style="list-style-type: none"><li>• The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.</li></ul> or <ul style="list-style-type: none"><li>• 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 goods. Appointed day will be the day on which such objection is removed by the supplier.</li></ul> However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above. .							
	<b>b) NO INTEREST PAYABLE TO CONTRACTOR</b> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p> <p>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.</p>							
10	<b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"><li>• Original Tax Invoice (As per Cl. No. 4 above).</li><li>• Test Certificates</li><li>• Guarantee Certificate</li><li>• Inspection Report</li><li>• GST compliance certificate</li></ul>							
11	<b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION: NOT Applicable</b> <table><tr><td>Bank Details</td><td>SWIFT Details of bank</td></tr><tr><td>STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403</td><td>SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586</td></tr></table>				Bank Details	SWIFT Details of bank	STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586
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12	<b>EARNEST MONEY DEPOSIT: NOT APPLICABLE</b>							
13	<b>PERFORMANCE SECURITY: NOT Applicable</b>							
14	<b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ul style="list-style-type: none"><li>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.</li><li>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</li><li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li><li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li><li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li><li>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.</li><li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li><li>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.</li><li>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.</li></ul>							

- 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.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

#### **LD against delay in executed supply in case of Termination of Contract:**

LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.



	<p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>																
15	<b>Notwithstanding anything to the contrary in any other document comprising in the contract, no interest shall be payable by BHEL to any bidder/contractor on any money or balances including but not limited to the SD, EMD, Retention money, RA bill or final bill or any amount withheld &amp;/or appropriated by BHEL.</b>																
16	<b>BILL TO/ SHIP TO ADDRESS:</b> To Manager (HEEP, Stores) BHEL, HEEP Haridwar Uttarakhand-249403																
17	<b>GUARANTEE/WARRANTY:</b> GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS shall be as per latest version of BHEL GISTC.																
18	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b> Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"><thead><tr><th>Type under MSE</th><th>UDYAM No</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (Excluding SC/ST/Women)</th></tr></thead><tbody><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; 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.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
19	<p><b>LIQUIDATED DAMAGE:</b> Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>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.</p> <p>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.</p> <p>If vendor do not mention anything about LD clause 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.</p>																
20	<b>INTEGRITY PACT (IP): NOT Applicable</b>																



21	<p><b>PREFERENCE TO MAKE IN INDIA:</b></p> <p>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.</p> <p>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.</p> <p><b>21.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b></p> <p>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).</p> <p>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.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>Explanation</p> <ol style="list-style-type: none"> <li>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>"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.</li> </ol> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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;</li> <li>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. <ol style="list-style-type: none"> <li>The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</li> <li>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</li> </ol> </li> </ol>
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22	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated 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.</p> <p>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</p> <p><b>22.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>)).</p> <p><b>Note:</b> Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>22.2 ARBITRATION:</b></p> <p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.</p> <p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>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.</p> <p><b>22.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution)</p>	
23	<p><b>JURISDICTION</b></p> <p>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.</p> <p><b>GOVERNING LAWS`1</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	

24	<p><b>FORCE MAJEURE</b></p> <p><b>24.1</b> "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to:</p> <ol style="list-style-type: none"> <li>War, hostilities, invasion, act of foreign enemies.</li> <li>Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>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.</li> <li>Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>Epidemic, pandemic etc.</li> </ol> <p><b>24.2</b> 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.</p> <p><b>24.3</b> If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p><b>24.4</b> The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p><b>24.5</b> Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>Constitute a default or breach of the Contract.</li> <li>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.</li> </ol> <p><b>24.6</b> BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
25	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. Refer Annexure-NDA</p>	
26	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
27	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
28	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence</p>	

	<p>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 <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>					
29	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table><tr><td><b>Harjesh Verma/Manager (PPX-T)</b></td><td><b>Rahul Kumar /Sr. Manager (PPX-T)</b></td></tr><tr><td>Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a> Landline: 01334-281143</td><td>Email ID: <a href="mailto:kumar.rahul@bhel.in">kumar.rahul@bhel.in</a> Landline: 01334-281155</td></tr></table>	<b>Harjesh Verma/Manager (PPX-T)</b>	<b>Rahul Kumar /Sr. Manager (PPX-T)</b>	Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a> Landline: 01334-281143	Email ID: <a href="mailto:kumar.rahul@bhel.in">kumar.rahul@bhel.in</a> Landline: 01334-281155	
<b>Harjesh Verma/Manager (PPX-T)</b>	<b>Rahul Kumar /Sr. Manager (PPX-T)</b>					
Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a> Landline: 01334-281143	Email ID: <a href="mailto:kumar.rahul@bhel.in">kumar.rahul@bhel.in</a> Landline: 01334-281155					
30	<p><b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Special conditions of the contract c. Technical Conditions of Contract (TCC) d. GISTC</p>					
31	<p><b>Quality Requirements:</b></p> <ul style="list-style-type: none"><li>• VENDOR TO ENDORSE ATTACHED QP.</li><li>• INDIAN VENDOR TO CONFIRM INSPECTION BY BHEL TPIA QUEST AS PER BHEL APPROVED QP.</li><li>• FOREIGN VENDOR TO CONFIRM INSPECTION BY THIRD PARTY INSPETION AGENCY (LRQA/TUV/BV) AS PER BHEL APPROVED QP.</li></ul>					
32	<p>Foreign vendors to either quote third party inspection charges (LRQA/TUV/BV) separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. If vendor do not quote third party inspection charges or do not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the quoted prices of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.</p>					
33	<p><b>Validity:</b> The quotation shall be valid for a minimum period of 90 days, effective from the date of tender opening. In case of negotiation, validity of offer shall be 60 days from receipt of revised /negotiated final price or 90 days from Part-I opening, whichever is later. Offers with shorter validity than above are liable to be rejected.</p>					
34	<p><b>Order Acknowledgement (If order awarded):</b> In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.</p>					

35	<p><b>Conflict of interest:</b> A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner (s) in common; <b>or</b></li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; <b>or</b></li> <li>c) they have the same legal representative/agent for purposes of this bid; <b>or</b></li> <li>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder; or</u></li> <li>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</u></li> <li>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <b>or</b></li> <li>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></li> <li>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "</li> </ul>	
36	<p><b>Compliances of GISTC:</b> 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 &amp; Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries</p>	
37	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
38	The evaluation currency for this tender shall be INR.	
39	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
40	The total quantity may undergo change at the time of ordering.	
41	Test certificate and Guarantee certificate to be provided by vendor as per specification.	
42	<p>Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020</p> <ul style="list-style-type: none"> <li>(i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards.</li> <li>(ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System.</li> <li>(iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.</li> </ul>	
43	<p>Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.</p> <ul style="list-style-type: none"> <li>a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.</li> <li>b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.</li> <li>c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.</li> <li>d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.</li> </ul>	

	<p>e. In case order is to be placed and executed by agent following aspects are to be ensured:</p> <ul style="list-style-type: none"> <li>• Manufacturer of the agent should meet the PQR as defined in tender.</li> <li>• Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.</li> </ul>	
44	<p><b>Action against Bidders / vendor / supplier / contractor in case of default:</b></p> <p>In order to protect the commercial interests of BHEL, BHEL shall take action 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.</p> <p>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 “<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>”.</p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>1.0 Integrity commitment, performance of the contract and punitive action thereof:</p> <p>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.</p> <p>1.2. Commitment by Bidder/ Supplier/ Contractor:</p> <p>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.</p> <p>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.</p> <p>1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a> and/or under applicable legal provisions.</p>	
45	<p><b>Note:</b></p> <p>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.</p> <p>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 - Buyer Added Bid Specific Additional Terms &amp; Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC) will lead to rejection of offer.</p> <p>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.</p> <p>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.</p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>6. 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.</p> <p>7. If vendor(s) do not mention anything about <b>forementioned clauses (s. no. 1-44)</b> 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.</p>	



	<p>8. The tender documents can be downloaded from our web site <a href="http://www.bhel.com/">www.bhel.com/</a> or <a href="https://hwr.bhel.com/bhelweb/Home.jsp">https://hwr.bhel.com/bhelweb/Home.jsp</a>. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). However, if no hard copy of any tender documents is required from BHEL, no tender fee is required to be submitted.</p>	
46	<p><b>INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER</b></p> <p><b>Registered Vendors</b> - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.</p> <p><b>Un-registered Vendors</b> - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.</p> <p>TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR &amp; Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.</p> <p><b>ESSENTIAL INSTRUCTIONS</b></p> <p>Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).</p> <p><b>THE TENDER SHALL BE SUBMITTED IN TWO PARTS IN SEPARATE COVER AS DESCRIBED BELOW ON OR BEFORE THE DUE DATE.</b></p> <p><b>Tenders will be received in Tender Box kept in Tender Room and should be addressed to:</b>  THE HEAD OF MATERIAL MANAGEMENT,  Heavy Electrical Equipment Plant,  Bharat Heavy Electricals Limited,  HARIDWAR-249403 (Uttarakhand), INDIA.</p> <p>The date for opening of tender shall be <b>16.04.2025</b> Tenders will be received up to 1.45 P.M. on <b>16.04.2025</b> and opened on the same day at 2.00 P.M. in the Tender Room. Please note that tender received after due date &amp; time (1.45 PM on <b>16.04.2025</b>) will not be opened. BHEL will not be responsible for any type of postal / courier delay. Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.</p> <p>Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.</p> <p>Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.</p> <p>Unregistered vendors may please visit our site <a href="https://www.bhel.com/">https://www.bhel.com/</a> for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.</p> <p>KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.</p> <p>If vendors/bidders are unable to submit hardcopy of Offer/Bid, offer/bid can be submitted to the following e-mail address: <b><a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a></b></p> <p><b>For submission of bids through e-mail, following procedure must be followed.</b></p> <ol style="list-style-type: none"> <li>I. Bidder have to submit their bid into two parts: - Techno-Commercial Bid (Part-I Bid) and Price Bid (Part-II Bid) in two separate password protected pdf files before 01:45 PM on the date of Techno-Commercial Bid (Part-I Bid) opening. Names of pdf files attached in e-mail should be as follows: <ol style="list-style-type: none"> <li>a. Techno-Commercial Bid (Part-I Bid) _Tender Enquiry No_____due date of tender_____</li> <li>b. Price Bid (Part-II Bid) _Tender Enquiry No._____due date of tender_____</li> </ol> </li> </ol>	

	<p>All the vendors submitting their bids through e-mail are advised to have following clear subject line:</p> <p><b>1.Tender Enquiry Reference No.....:</b></p> <p><b>2. Bid Opening Date (Part 1, Techno-Commercial): .....</b></p> <ul style="list-style-type: none"> <li>The Techno-Commercial Bid (Part-I Bid) &amp; Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the size of the all attachments in one e-mail should not be more than 10 MB. In case size of offer is more than 10 MB, the attachments may be sent in separate e-mail and all emails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I &amp; II as above.</li> <li>Password of pdf files should be shared by bidders at same e-mail ID (i.e. tendercell.heep@bhel.in) as under: <ul style="list-style-type: none"> <li>For Techno-Commercial Bid (Part-I Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Techno-Commercial (Part-I Bid) opening (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL.</li> <li>Price Bid (Part-II Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Price Bid (Part-II Bid) opening. After techno-commercial scrutiny of offers, the price-bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 04:00 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL.</li> <li>Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder.</li> </ul> </li> </ul> <p><b>All interested vendors must submit the endorsed NDA well in time to BHEL for getting drawing and specification.</b></p> <p>All the sub-envelopes (Part-I &amp; Part-II) to be put in a single covering envelope indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I &amp; Part- II). BHEL may decide to ignore the offer in case of submission of incomplete offer.</p> <p><b>* Please submit your offer according to General Instructions and Standard Terms &amp; Conditions (GISTC), Version May-2024, Rev: 07 for Tender Enquiries. Please visit our site <a href="https://hwr.bhel.com">https://hwr.bhel.com</a> for GISTC. All the bidders/vendors must ensure compliance of these GISTC (Version May-2024, Rev: 07). GISTC (Version May-2024, Rev: 07) can also be referred by login to B2B Portal for Vendors.</b></p>	
47	<p><b>Enclosure:</b></p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Declaration reg. Related Firms &amp; their areas of Activities</p> <p>Annexure-8: Declaration for relation in BHEL</p> <p>Annexure- 9: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 10: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-11: Bank Account Details for E-Payment</p> <p>Annexure-12: Power of Attorney for submission of tender.</p> <p>Annexure-13: Proforma of Bank Guarantee for Earnest Money- Not Applicable.</p> <p>Annexure-14: Proforma of Bank Guarantee for Performance Security -Not Applicable.</p> <p>Annexure-15: List of Consortium Bank.</p> <p>Annexure-17: NDA</p> <p>Annexure-17: Integrity Pact- Not Applicable</p> <p>Annexure-18: Pre-Qualification Criteria</p> <p>Annexure-19: Quality Plan</p> <p>Annexure20: Modal Conciliation Clause</p>	
Vendor's Signature and seal		



## **Annexure-Item Details**

<b>Sl. No.</b>	<b>Item description</b>	<b>Material Code</b>	<b>Quantity (Nos.)</b>	<b>Delivery Schedule</b>
1.	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRMO13KG SPEC: HW10785 REV: 10 SIZE: TYPE L DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	HW1078085013	1500 Kg.	31.10.2025
2	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRMO13KG SPEC: HW10785 REV: 10 SIZE: TYPE S DIM.: PROFILE GRADE: ST-X20CRM013KG-CR	HW1078085021	600 Kg	30.06.2025
3	COLD ROLLED SEALING PROFILE 500 N/SQ.MM MAX.0.2%PROOF STRESS GRADE X20CRMO13KG SPEC: HW10785 REV: 10 SIZE: TYPE G DIM.: PROFILE GRADE: ST-X20CRM013KG- CR	HW1078085030	600 Kg	30.06.2025

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

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

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD & PERFORMANCE SECURITY DETAILS	Applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria AND Quality Plan is understood and provided proper supporting documents (Annexure 18 &19).	Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable	YES / NO
xi.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 7	Applicable	YES / NO
xii.	Declaration for relation in BHEL as per Annexure – 8	Applicable	YES / NO

xiii.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 9	Applicable	YES / NO
xiv.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 10	Applicable	YES / NO
xv.	Bank Account Details for E-Payment as per Annexure – 11	Applicable	YES / NO
xvi.	Power of Attorney for submission of tender as per Annexure – 12	<b>Not Applicable</b>	YES / NO
xvii.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 13	<b>Not Applicable</b>	YES / NO
xviii	Bank Guarantee for security deposit- As per Annexure-14	<b>Not Applicable</b>	YES / NO
xix	List of Consortium Bank- As per Annexure-15	<b>Not Applicable</b>	YES / NO
xx	NDA Annexure-16	Applicable	
xxi	Submission of Integrity Pact as specified in Tender as per Annexure – 17	<b>Not Applicable</b>	YES / NO
xxii	Pre-Qualification Criteria Annexure – 18	Applicable	YES / NO
xxiii	Quality Plan Annexure – 19	Applicable	YES / NO
xiv	Modal Conciliation Clause Annexure – 20	Applicable	YES / NO

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

DATE:

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

**ANNEXURE - 2**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

---

Offer Reference No: .....

Date: .....

To,  
Manager / PPX-T  
3rd Floor, Main Admin building HEEL Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Sub: Submission of Offer against Tender Reference No:

Having examined the tender documents against your Tender Reference No. ....dt..... and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with ....., we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

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

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

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

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

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

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

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

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

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

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

Yours faithfully,

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

Date:  
Place:

**ANNEXURE- 4**

**UNDERTAKING**

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

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY  
PROCEEDINGS

Ref: Tender Reference No:

I/We, declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

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

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Sub : Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref :

- 1) **Tender Reference No:**
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:



**DECLARATION**

Date:

To,

Manager / PPX-T  
 3rd Floor, Main Admin building HEEP Haridwar-249403  
 Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

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

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
3		

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

Regards, (      \_)

From: M/s

Supplier Code:

Address:

**DECLARATION FOR RELATION IN BHEL**

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

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) **Tender Reference No:**

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

**Tick (✓) any one as applicable:**

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

OR

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

- i.
- ii.

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

Note:

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

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED  
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH  
JULY, 2024 AND SUBSEQUENT ORDER(S)**

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

---

To,  
Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

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

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

We hereby certify that the items/works/services offered by -----  
(supplier name) has a local content of .....% and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

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

- |      |      |
|------|------|
| 1. _ | 2. _ |
| 3. _ | 4. _ |

Thanking you, Yours faithfully,

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

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

Note:

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

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

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

---

To,

Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281143, Email: harjesh@bhel.in

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

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

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

Thanking you,  
Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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

---

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

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

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

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

---

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr.

....., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Works Contracts Management (WCM), in connection with .....vide.....

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

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

Dated at ....., this ....., day of.....

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.  
Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender

<sup>2</sup> Name and Address of the Tenderer

<sup>3</sup> Details of the Work

<sup>4</sup> Name of the Employer

<sup>5</sup> BG Amount in words and Figures



<sup>6</sup> Validity Date

<sup>7</sup> Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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

---

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory

completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b. This Guarantee shall be valid up to .....<sup>7</sup>
- c. Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

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

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**LIST OF CONSORTIUM BANK**

---

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

## Annexure-16

### NON DISCLOSURE AGREEMENT

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

By and Between

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

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

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

### WHEREAS

(A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for \_\_\_\_\_, for the purpose of .....products in India (‘the Purpose’);

(B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;

(C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and

(D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

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

**1. PURPOSE:** Purpose to ne mentioned here.

**2. DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.

**3. RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.

#### **4. Confidential Information**

**(a)** Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be “Confidential Information” for the purposes of this Agreement.

**(b)** (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.

(ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.

**(c)** Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party: .

(1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

(2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;

(3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party;

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

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

## **5. Disclosure**

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

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



d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or

e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended

(k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

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

## **6. Restriction on Use**

**(a)** The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:

- (i) disclose the Confidential Information to any third party; or
- (ii) use the Confidential Information for any purpose other than the permitted Purpose.

**(b)** The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.

**(c)** The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.

**(d)** The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.

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

## **7. Protection of Confidential Information**

(a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.

(b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

## **8. No Further Warranties**

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

## **9. No Further Business Arrangement**

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

## **10. Term**

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

## **11. Injunctive remedy**

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

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

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

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

## **13. Notice of Breach**

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

## **14. Survival**

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

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

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

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

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

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

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

#### **17. Miscellaneous**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

## **18. Notices**

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

Notice if to:

BHEL, then to,

---

---

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**

**Signature:** .....

**Name:**

**Designation:**

**Signature:** .....

**Name:**

**Designation:**

**For ABC**

**Signature:**

.....

**Name:**

**Designation:**

**Signature:**

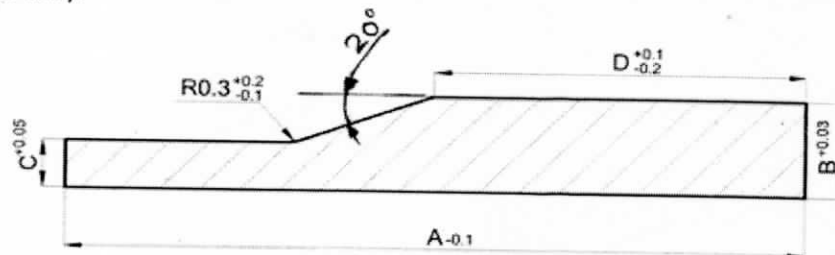
.....

**Name:**

**Designation:**

**Pre-qualification requirement for COLD ROLLED SEALING PROFILE with specification HW10785:**

1. Vendor must be having experience of manufacturing and supplying cold rolled / drawn sealing profiles as given below (Figure 1) or similar in material grade X20CrMo13 or other stainless steel / nickel-based alloy.



TYPE	Dimension (mm)				Wt. Kg/m
	A	B	C	D	
S	6.5	0.6	0.3	3.8	0.025
M	7.5	0.6	0.3	5.0	0.031
L	9.5	0.6	0.3	7	0.039
G	11.5	0.6	0.3	9.5	0.049
P	13.5	0.6	0.3	11.5	0.058
W	11.5	0.8	0.3	9	0.064
H	13.5	0.8	0.3	10.95	0.076

Figure 1

Documentary evidence like unpriced purchase order copy, test certificates covering chemical, mechanical properties, solution annealing heat treatment, supply profile dimension details are to be submitted in support of past experience for at least one supply.


2. Vendor must have in house cold rolling / drawing facility to manufacture above given profile. Vendor to submit in house facility details for steel melting and heat treatment. In case of outsourcing, vendor to inform their source with details of manufacturing facility and past experience
3. Vendor to furnish in house testing facilities to carry out testing as per the requirements of BHEL specification HW10785. In case of outsourcing of any test, vendor to agree to carry out testing at NABL accredited labs only.
4. Vendor to confirm that they will meet all the requirements of BHEL specification HW10785.

(Ramesh kumar)  
Sr. Mgr./STE-TB

(Subodh Rana)  
Sr. Engineer/MTE

MANUFACTURER'S NAME AND ADDRESS				QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
BHEL		VENDOR'S NAME		ITEM	AS PER PO		QP NO.	QA/PMD/001							
							REV	00							
		DRG. NO.			AS PER PO										
		SPEC.			AS PER PO										
REV					AS PER PO				Page 1 of 3						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY		REMARKS			
1	2	3	4	5	6	7	8	9	D	M	B	N	11		

1. IN CASE OF PROCUREMENT OF PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. IS PROCURED DIRECTLY FROM OEM.													
1A	RECEIVING MATERIAL INSPECTION	IDENTIFICATION & VERIFICATION OF MILL TEST CERTIFICATES	CRITICAL	VERIFICATION OF MILL TC	100%	BHEL SPEC	BHEL SPEC	MILL TC / IR	✓	P	V	1. MATERIAL TEST CERTIFICATES, ORIGINATED FROM OEM (SEALED AND SIGNED BY OEM). 2. MILL TC (AS PER BHEL ORDERING DOCUMENTS) SHALL BE FROM MANUFACTURER IDENTIFIED IN PO 3. EVERY PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. MUST HAVE IDENTIFICATION MARKING OF STEEL MANUFACTURER AS PER APPLICATION/ STANDARD. 4) CO-RELATION WITH TC ALONG WITH CORRELATED INVOICE TO BE PROVIDED WITH SUPPLY OF THE ITEMS.	
1B		IN CASE OF PIPES, HYDRO TEST / NDE TEST(as applicable as per spec.)	MAJOR	HYDRO TEST/NDE TEST	100%	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	-	

MANUFACTURER/SUBCONTRACTOR	 <small>Digitally signed by Indra Bhushan Kumar DN: cn=Indra Bhushan Kumar, o=BHEL, email=indrabhushan.kumar@bhel.co.in</small> <small>Hardware: our-BHEL Date: 2024.06.11 11:52:20 +05'30' Adobe Acrobat 2024.06.11 11:52:20 +05'30'</small>	FOR CUSTOMER USE		APPROVED BY
		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' UNDER COLUMN 'D' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR/VENDOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / BHEL NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		




MANUFACTURER'S NAME AND ADDRESS				QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
VENDOR'S NAME		ITEM	AS PER PO		QP NO.	QA/PMD/001									
BHEL			DRG. NO.	AS PER PO	REV	00									
			SPEC.	AS PER PO											
			REV	AS PER PO											
SL. NO.		COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY		REMARKS			
1		2	3	4	5	6	7	8	9	D	M	B	N		

2. IN CASE OF PROCUREMENT OF PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. IS PROCURED FROM TRADER/STOCKIST.													
2A	RECEIVING MATERIAL INSPECTION	IDENTIFICATION & VERIFICATION OF MILL TEST CERTIFICATES	CRITICAL	VERIFICATION OF MILL TC	100%	BHEL SPEC	BHEL SPEC	BHEL SPEC	MILL TC / IR	✓	P	V	1 MATERIAL TEST CERTIFICATES, ORIGINATED FROM OEM (SEALED AND SIGNED BY OEM). 2. MILL TC (AS PER BHEL ORDERING DOCUMENTS) SHALL BE FROM MANUFACTURER IDENTIFIED IN PO 3. EVERY PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. MUST HAVE IDENTIFICATION MARKING OF STEEL MANUFACTURER AS PER APPLICABLE SPECIFICATION/ STANDARD. 3) CO-RELATION WITH TC ALONG WITH CORRELATED INVOICES (FROM STEEL MANUFACTURER TO BIDDER) TO BE PROVIDED WITH SUPPLY OF THE ITEMS.
2B		SAMPLE FOR CHEMICAL AND MECHANICAL TEST	MAJOR	VISUAL	AS PER ORDERING SPECIFICATION	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	
2C		REPEAT TEST CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES	MAJOR	VISUAL AND MEASUREMENT	AS PER ORDERING SPECIFICATION	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	TESTING TO BE DONE IN NABL APPROVED LABORATORY ONLY.
2D		IN CASE OF PIPES, HYDRO TEST/ NDE TEST (as applicable as per spec.)	MAJOR	HYDRO TEST/NDE TEST	100%	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	

NOTE: 1) TPIA TO REVIEW ALL THE REMAINING TCs AS PER ORDERING DRAWING / SPEC / DOCUMENTS (AS APPLICABLE).

MANUFACTURER/SUBCONTRACTOR	LEGEND:		FOR CUSTOMER USE	APPROVED BY
	! RECORDS IDENTIFIED WITH 'TICK' UNDER COLUMN 'D' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR/VENDOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / BHEL NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER			

  
 Digitally signed by Nisha Bhushan Kumar  
 DN: cn=Nisha Bhushan Kumar, o=BHEL, email=nishabhushan@bhel.co.in  
 Date: 2024.11.12 13:26:40+05'30'  
 100%