

**BHARAT HEAVY ELECTRICALS LIMITED
HARIDWAR-249403.**

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Note: This Annexure has to be mandatorily filled & signed by the bidders and submitted along with Technical bid.

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

SI No	BHEL Requirements	Supplier Acceptance/ Comments
01	Pre-Qualification Criteria: 1.1 Technical/ PQR (attached) 1.2 Integrity Pact- Applicable 1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. Explanatory Notes for the PQR (Pre-Qualifying Requirements): i. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. ii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" and customer approval 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. iii. Price bid shall be opened for only those bidders who qualify PQR and whose techno-commercial bid is acceptable to BHEL and customer.	
02	Scope of Supply/Work: - Item to be supplied as per enquiry and Annexure- (Item Details). - Items to be manufactured and supplied as per enquiry drawing and specification (with all cross-referred standards). Both Halves of HP Inner Casing (Upper & Lower half) are to be procured from same source. Evaluation shall be made on package basis (i.e. 1 no. of material code W92310502308 & 1 no. of material code W92310502316 will be considered as one package or set). Both Halves of IP Inner Casing (Upper & Lower half) are to be procured from same source. Evaluation shall be made on package basis (i.e. 1 no. of material code W92310602450 & 1 no. of material code W92310602469 will be considered as one package or set). - Final acceptance of castings shall be given only after completion of preliminary machining at BHEL HEPP, Haridwar (within 270 days after receipt of material). - In case of any defects observed during preliminary machining, repair work shall be in scope of vendor.	
03	PRICE BASIS: Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar. GSTIN: 05AAACB4146P1ZL	
04	TAXES & DUTIES: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
05	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable	
06	INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS: BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the Supplier/Vendor.	

	BHEL will reserve the right to inspect / test the material during 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. If applicable as per the ordering drawings and specifications -> 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 cost to be planned on the date of inspection. If a re-visit of BHEL appointed TPIA is required and (a) Complete material not being offered during inspection (whilst physical visit of Inspection Engineer at Supplier's test works) quantity mentioned in inspection call. (b) Lapses on account of supplier has led to rejection of offered material (as per approved QAP/Technical specification/other pertinent requirement while carrying out inspection) <u>Additional visit charges to be paid by BHEL to T</u>	
07	DELIVERY: Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement. NOTE: a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted, the supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.	
08	TRANSIT INSURANCE: Transit Insurance of material is in vendor scope. Delivery of items must essentially be FOR BHEL Haridwar basis. Freight for sending PO items from vendor works to BHEL Haridwar shall be borne by vendor at its own cost & responsibility.	
09	PAYMENT TERMS: A) Payment terms from appointed day shall be as per followings. Offers of vendors are liable for rejection in case of non-acceptance of payments terms as mentioned below: For Non-MSEs bidder: a) 80 % payment along with taxes, freight & insurance will be made after receipt and SRV clearance of material and within 90 days subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. b) Final acceptance of material will be given after successful completion of preliminary machining at BHEL Haridwar (within 270 days after receipt of material). c) Balance 20% Payment to be released within 270 days from Invoice date subject to final acceptance of material as mentioned in clause b. For MSEs bidder: a) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, 80 % payment will be made within 45 days (after receipt and SRV clearance) or as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by them. b) Final acceptance of material will be given after successful completion of preliminary machining at BHEL Haridwar (within 270 days after receipt of material). c) Balance 20% Payment to be released within 270 days from Invoice date subject to final acceptance of material as mentioned in clause b. For Medium Enterprises: a) 80% payment along with taxes, freight & insurance will be made after receipt and SRV Clearance of material and within 60 days subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.	

	b) Final acceptance of material will be given after successful completion of preliminary machining at BHEL Haridwar (within 270 days after receipt of material). c) Balance 20% Payment to be released within 270 days from Invoice date subject to final acceptance of material as mentioned in clause b. B) NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Supplier. Loading for any deviation in the payment terms w.r.t NIT terms shall be done as follows: Base rate of SBI (as applicable on the date of bid opening; techno-commercial bid opening in case of 2-part bids) + 4% shall be considered for loading for the period of relaxation sought by bidders.																
10	DOCUMENTS REQUIRED FOR BILL PROCESSING: The following documents are required to be sent with Material Dispatch/Billing Documents: • Original Tax Invoice (As per Cl. No. 4 above). • Inspection Report • Test certificate (Test certificate shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise) • Guarantee certificate • GST compliance certificate • Digitally signed Invoice • Rest documents as mentioned in the PO remarks.																
11	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION: Not Applicable																
12	EARNEST MONEY DEPOSIT: Not Applicable																
13	PERFORMANCE SECURITY: Not Applicable																
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. 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. 2) In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is met.																
15	BILL TO/ SHIP TO ADDRESS: To In charge (Store- Shipping) Bharat Heavy Electricals Ltd, Ranipur, Haridwar, Uttarakhand-249403																
16	GUARANTEE/WARRANTY: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. Test certificate and Guarantee certificate/ WARRANTY to be provided by vendor as per specification.																
17	MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><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></table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.	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																	

	a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits. b) In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e. RXIL, M1 xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."													
18	LIQUIDATED DAMAGE: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders. Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract. 1 no. of material code W92310502308 & 1 no. of material code W92310502316 will be considered as one package or set for LD purpose. 1 no. of material code W92310602450 & 1 no. of material code W92310602469 will be considered as one package or set for LD purpose.													
19	INTEGRITY PACT (IP): (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders! Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to observe implantation of IP in BHEL. <table border="1"> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1</td><td>Dr. Sarat Kumar Acharya, Ex- CMD, NLC</td><td>iem1@bhel.in</td></tr> <tr> <td>2</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the above email ids regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:	Sl	IEM	Email	1	Dr. Sarat Kumar Acharya, Ex- CMD, NLC	iem1@bhel.in	2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	
Sl	IEM	Email												
1	Dr. Sarat Kumar Acharya, Ex- CMD, NLC	iem1@bhel.in												
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3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in												

	Tuhin Kanti Dey/Sr. Manager (PPX-T) Email ID: tuhindey@bhel.in Landline: 01334-281183	Ateendra Tripathi / Manager (PPX-T) Email ID: ateendra@bhel.in Landline: 01334-281143	Rahul Sharma /DGM (PPX-T) Email ID: rahul.sharma@bhel.in Landline: 01334-285604		
20	PREFERENCE TO MAKE IN INDIA: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. 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. Class-I & Class-II local suppliers are only eligible to participate in the current tender.				
21	COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. Any bidder from a country which shares land border with India is not eligible to participate in the current tender.				
22	SETTLEMENT OF DISPUTE: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
23	JURISDICTION As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries				
24	FORCE MAJEURE As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
25	NON-DISCLOSURE AGREEMENT: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
26	CARTEL FORMATION As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
27	FRAUD PREVENTION POLICY As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
28	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				
29	CONFLICT OF INTEREST: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.				

30	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. Suspension of Business Dealings could be in bidder and shall be as per "Guidelines for Suspension of business-dealings-ww . bhel suppliers contractors" . The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com. 1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. 1.2. Commitment by Bidder/ Supplier/ Contractor: 1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. Bhel.com and/or under applicable legal provisions.					
31	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table><tr><td>Surendra Pal /Manager (PPX-T)</td><td>Tuhin Kanti Dey /Sr. Manager (PPX-T)</td></tr><tr><td>Email ID: su-pal@bhel.in</td><td>Email ID: tuhindey@bhel.in</td></tr></table>	Surendra Pal /Manager (PPX-T)	Tuhin Kanti Dey /Sr. Manager (PPX-T)	Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in	
Surendra Pal /Manager (PPX-T)	Tuhin Kanti Dey /Sr. Manager (PPX-T)					
Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in					
32	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: 1) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. 2) Buyer Added Bid Specific ATC 3) Special conditions of the contract 4) Technical Conditions of Contract (TCC) 5) GISTC					
33	Quality Requirements: 1) VENDOR TO ACCEPT AND ENDORSE BHEL QP no QA/CF/QP/004, REV 04 (refer Annexure-QP). 2) Inspection shall be done by BHEL/BHEL nominated inspection agency QUEST and Customer as per finally customer approved QP. 3) Ordering shall be done only on customer approved vendors. 4) Bidders need to provide duly filled credentials with all the supporting documents as per format attached along with enquiry for NTPC approval.					
34	Validity: Validity of the offer should be minimum 90 days from tender opening date.					
35	Order Acknowledgement (If order awarded): In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.					

36	IP Address of Buyer/Bidder: Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer & the Bidder(s)/Seller(s). The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.	
37	COMPLIANCES OF GISTC: All other terms and conditions not covered here will be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. 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 Add Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
38	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 &/or appropriated by BHEL.	
39	Bidder shall mention the applicable HSN Code against each quoted item in the technical bid along with item description.	
40	For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.	
41	SPECIAL NOTES: - 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. - Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. - In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored. - The agent shall not allow to represent more than one manufacturer / supplier in the same tender. - 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. - In case order is to be placed and executed by agent following aspects are to be ensured: - Manufacturer of the agent should meet the PQR as defined in tender. - Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT. - 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. - 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 & Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) will lead to rejection of offer. - 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. - 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. - Enquiry Items are for commercial re-sale.	

	7. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 8. 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. 9. If vendor(s) do not mention anything about aforementioned clauses (Sl. no. 1-40) in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.																						
42	Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.																						
43	INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER 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. TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered. ESSENTIAL INSTRUCTIONS: 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. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s). <table border="1"> <thead> <tr> <th colspan="3">Salient Details of Notice Inviting Tender (NIT)</th></tr> <tr> <th>Sl no.</th><th>Issue</th><th>Description</th></tr> </thead> <tbody> <tr> <td>1</td><td>Item details</td><td>As per Annexure- Item details</td></tr> <tr> <td>2</td><td>Issue of Tender Documents</td><td>From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</td></tr> <tr> <td>3</td><td>Due Date of Offer Submission</td><td>As per Details available on https://eprocurebhel.co.in/nicgep/app</td></tr> <tr> <td>4</td><td>Opening of Tender (Techno-Commercial Bid, Part-1)</td><td>As per Details available on https://eprocurebhel.co.in/nicgep/app Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only</td></tr> <tr> <td>5</td><td>Latest Updates</td><td>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.</td></tr> </tbody> </table>	Salient Details of Notice Inviting Tender (NIT)			Sl no.	Issue	Description	1	Item details	As per Annexure- Item details	2	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)	3	Due Date of Offer Submission	As per Details available on https://eprocurebhel.co.in/nicgep/app	4	Opening of Tender (Techno-Commercial Bid, Part-1)	As per Details available on https://eprocurebhel.co.in/nicgep/app Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only	5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information.	
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44	E-Procurement Portal Inputs: Procedure for Submission of Offer for E –Tender-Procedure for Submission of Tender is available for Bidders on the E-Procurement Portal. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same. Hardware and Software requirements for participating in e-tender Please refer the website for the minimum system requirements and setting document for Bidders under the link: https://eprocurebhel.co.in/nicgep/app Digital Signature: To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website https://www.bhel.com NIC portal Helpdesk Contacts For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787 Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in Note: Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected. SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents	
45	Enclosure: Annexure- (Item details) Annexure- PQR Annexure-QP Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non -Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Annexure NDA (Non-Disclosure Agreement) Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank. Annexure-19: Declaration for treatment of cases regarding conflict of interest	
V e n d o r ' s S i g		

Annexure-Item Details

Sl. No.	Item description	Material Code	Quantity (Nos.)	Delivery
1.	DRG: 01050256901, VAR : 01 REV: 05 CASTING FOR HP INNER CASING (ROUGH MACHINED) UPPER HALF DRG.NO. 01050256901, VAR-01 SPEC: HW19683 REV: 02	W92310502308	6 nos.	1 no. by 30.09.2027 2 nos. by 30.01.2028 1 no. by 30.05.2028 1 no. by 30.07.2028 1 no. by 30.01.2029
2.	DRG: 01050256901, VAR :01 REV: 05 CASTING FOR HP INNER CASING (ROUGH MACHINED) LOWER HALF DRG.NO.01050256901, VAR : 01 SPEC: HW19683 REV: 02	W92310502316	6 nos.	1 no. by 30.09.2027 2 nos. by 30.01.2028 1 no. by 30.05.2028 1 no. by 30.07.2028 1 no. by 30.01.2029
3.	DRG: 01060230901 REV: 00 CASTING FOR IP INNER CASING UPPER HALF IN ROUGH MACHINED CONDITION SPEC: HW19683 REV: 02	W92310602450	6 nos.	1 no. by 30.11.2027 2 nos. by 30.03.2028 1 no. by 30.07.2028 1 no. by 30.09.2028 1 no. by 30.03.2029
4.	DRG: 01060230901 REV: 00 CASTING FOR IP INNER CASING LOWER HALF IN ROUGH MACHINED CONDITION SPEC: HW19683 REV: 02	W92310602469	6 nos.	1 no. by 30.11.2027 2 nos. by 30.03.2028 1 no. by 30.07.2028 1 no. by 30.09.2028 1 no. by 30.03.2029

Annexure-PQR

Technical Pre - Qualification Requirements:
Material code W92310502308 & W92310502316 – Drg No. 01050256901 V01 – Weight 20300 kg/half – Spec HW19683

Clause	Qualification Requirement	Documents to be submitted	Vendor's Reply
1	Bidder must be either manufacturer of casting or its authorized dealer of a manufacturer of castings. In case of bidder being authorized dealer, OEM authorization should be submitted as per Annexure 1. All subsequent clauses must be fulfilled by manufacturer of casting. The foundry carrying out moulding and pouring of casting shall be considered as manufacturer. The documents submitted against PQR clauses should be duly signed by manufacturer.	Authorized dealer/trader should submit Filled up -Annexure 1	
2	Casting manufacturer must have successfully manufactured and supplied at least one steel casting in material grade GX12CrMoVNBn9-1 or GX12CrMoWVNBn10-1-1 or equivalent/higher steel grade with weight (single piece without any fabrication) at least 14 MT in last 10 years from date of tender issue.	Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. Any document corroborating the weight of casting supplied	
3 A	Casting manufacturer to submit a certificate from its customer for successful performance of supplied castings in grade GX12CrMoVNBn9-1, used for application temperature $\geq 540^{\circ}\text{C}$, for a minimum period of 10 years. In absence of performance feedback, creep rupture data for minimum 1000 hours at temperature of 600°C and stress 150MPa or equivalent parameter is to be submitted.	Performance feedback / Creep rupture data, if available, to be submitted.	
B	In case of non-availability of performance feedback / creep rupture data, casting manufacturer has to agree to carry out creep rupture test on identified sample identified from ordered casting for minimum 1000 hours at a temperature 600°C and stress 150MPa at any NABL accredited lab. Dispatch clearance shall be subjected to successful creep test.	Casting manufacturer to agree and confirm.	
4	Casting manufacturer must have adequate in-house melting, moulding and handling facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
5	Casting manufacturer to confirm that they have in-house rough machining and heat treatment facilities or the same is to be outsourced. Outsourcing is permitted to be done by casting manufacturer only.	In-house facility Details to be submitted. In case of outsourcing, details of outsourcing agency along with its facilities to be submitted.	
6	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab. Outsourcing is permitted to be done by casting manufacturer only.	Casting manufacturer to confirm	

Annexure-PQR

Technical Pre - Qualification Requirements:
IP Inner Casing – Material code W92310602450 & W92310602469 – Drawing No. 01060230901- - Weight 39.4 UH & 35.9 LH, Spec HW19683

Clause	Qualification Requirement	Documents to be submitted	Vendor's Reply
1	Bidder must be either manufacturer of casting or its authorized dealer of a manufacturer of castings. In case of bidder being authorized dealer, OEM authorization should be submitted as per Annexure 1. All subsequent clauses must be fulfilled by manufacturer of casting. The foundry carrying out moulding and pouring of casting shall be considered as manufacturer. The documents submitted against PQR clauses should be duly signed by manufacturer.	Authorized dealer/trader should submit Filled up -Annexure 1	
2	A	Casting manufacturer must have successfully manufactured and supplied at least one steel casting of weight minimum 32 MT (single piece without any fabrication) in last 10 years from date of tender issue.	Purchase order copy along with invoice for the supply of castings satisfying the given criteria. Any document corroborating the weight of casting supplied.
	B	Casting manufacturer must have successfully manufactured and supplied at least one steel casting in material grade GX12CrMoVNbN9-1 or GX12CrMoWVNbN10-1-1 or equivalent/higher steel grade with weight (single piece without any fabrication) at least 15 MT in last 10 years.	- Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. - Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. - Any document corroborating the weight of casting supplied
	C	Casting manufacturer must have successfully manufactured and supplied at least one steel casting in material grade GX12CrMoVNbN9-1 or GX12CrMoWVNbN10-1-1 or equivalent/higher steel grade with weight (single piece without any fabrication) at least 28 MT.	- Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. - Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. - Any document corroborating the weight of casting supplied
3	A	Casting manufacturer to submit a certificate from its customer for successful performance of supplied castings in grade GX12CrMoVNbN9-1, used for application temperature $\geq 540^{\circ}\text{C}$, for a minimum period of 10 years. In absence of performance feedback, creep rupture data for minimum 1000 hours at temperature of 600°C and stress 150MPa or equivalent parameter is to be submitted.	Performance feedback / Creep rupture data, if available, to be submitted.
	B	In case of non-availability of performance feedback / creep rupture data, casting manufacturer has to agree to carry out creep rupture test on identified sample identified from ordered casting for minimum 1000 hours at a temperature 600°C and stress 150MPa at any NABL accredited lab. Dispatch clearance shall be subjected to successful creep test.	Casting manufacturer to agree and confirm.
4		Casting manufacturer must have adequate in-house melting, moulding and handling facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.
5		Casting manufacturer to confirm that they have in-house rough machining and heat treatment facilities or the same is to be outsourced. Outsourcing is permitted to be done by casting manufacturer only.	In-house facility Details to be submitted. In case of outsourcing, details of outsourcing agency along with its facilities to be submitted.
6		Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab. Outsourcing is permitted to be done by casting manufacturer only.	Casting manufacturer to confirm

O E M ' s A u t h o r i z a t i o n

(On Company Letter Head) (To be submitted as part of Technical bid)

O E M ' s N a m e _____ [A d d r e s s a n d _____
 O E M ' s R e f e r e n c e N o . _____
 D a t e

To:

Head of Purchase Division
 Heavy Electrical Equipment Plant
 BHEL Haridwar

Dear Sirs,

R e f . Y o u r T e n d e r D o c u m e n t N o . _____ ; T e n d e r T

We, _____, are proven and reputable manufacturers of the Tendered Goods. We have factories at_____. We hereby authorise Messrs _____ (*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number w.i.t.h d a s e d s . s i n c e

We f u r t h e r c o n f i r m t h a t n o C o n t r a c t o r o r f i r m
 (*name and address of the above-authorised dealer*) is authorized for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

Our details are as under:

N a m e o f t h e C o m p a n y : _____ .
 C o m p l e t e P o s t a l A d d r e s s : _____ .
 P i n c o d e / Z I P c o d e : _____ .
 T e l e p h o n e n o s . (w i t h c o u n t r y / a r e a c o d e s) : _____ .
 F a x N o . : (w i t h c o u n t r y / a r e a c o d e s) : _____ .
 M o b i l e N o s . : (w i t h c o u n t r y / a r e a c o d e s) : _____ .
 C o n t a c t p e r s o n s / D e s i g n a t i o n : _____ .
 E m a i l I D s : _____ .

Yours faithfully,

_____ [s i g n a t u r e w i t h d a t e , n a m e , a n d d e s i g n a t i o n]
 for and on behalf of

M e s s r s _____ [n a m e a n d a d d r e s s o f t h e O E M]

Annexure-QP

MANUFACTURER'S NAME AND			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP/ IP INNER CASING (AS PER PO)		QP NO.	QA/CF/QP/004							
				REV	04								
		DRG. NO.	AS PER PO										
		SPEC.	HW19683										
		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.	MELT ANALYSIS	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	V		
2.	HEAT TREATMENT	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC	TC	√	P	V		
3.	MARKING	IDENTIFICATION OF CASTING & KEEL BLOCK	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC		√	P	W		PHOTO/ SKETCH OF TEST-coupon TO BE MADE PART OF TCs
4.	MECHANICAL TESTING	TENSILE, IMPACT	MAJOR	MECHANICAL	PER CASTING	BHEL SPEC	BHEL SPEC	IR	√	P	V		
5.	ROUGH MACHINING	DIMENSIONS	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	IR		P	-		
6.	PRELIMINARY NDT	MPI/UT / RT	MAJOR	NDT	100%	BHEL SPEC DRAWING	BHEL SPEC & DRAWING	IR		P	-		
7.	Welding are only allowed after approval from BHEL in written form. (applicable, in case of defects)												
8.	DEFECT EXCAVATION (applicable, in case of defects)	PHOTOS OR SKETCHES OF EXCAVATIONS TO BE WELDED	MAJOR	VISUAL MPI	100%	BHEL SPEC	BHEL SPEC, BHEL APPROVED DEFCTOGRAM	TC	√	P	V		
9.	WELDING (applicable, in case of rectification welding)	REPAIR WELDING as per BHEL approved WPS & PQR	MAJOR	VISUAL MPI	10%	BHEL SPEC	BHEL APPROVED WPS & PQR	WELD REPAIR RECORD	√	P	V		WPS & PQR TO BE SUBMITTED TO BHEL. A CERTIFICATION TO BE GIVEN IN TC THAT WELDING IS PERFORMED ACCORDING TO WPS BY CERTIFIED WELDER.
10.	INTERMEDIATE STRESS RELIEVING , IF REQUIRED	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC and BHEL APPROVED WPS / PQR,	TC	√	P	V	-	

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

MANUFACTURER'S NAME AND			QUALITY PLAN						TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP/ IP INNER CASING (AS PER PO)	QP NO.	QA/CF/QP/004									
		REV		04										
		DRG. NO.	AS PER PO											
		SPEC.	HW19683											
		REV	AS PER PO			Page 2 of 3								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11

11.	REVIEW OF TCs FOR FORGED COMPONENTS (RINGS / CONNECTIONS etc) (As applicable as per Drg.)		MAJOR	REVIEW OF TCs	100%	SPEC / STD AS PER BHEL DRAWING	SPEC / STD AS PER BHEL DRAWING	TC	√	P	V	-	FORGED COMPONENTS TO BE PROCURED FROM BHEL APPROVED SOURCES
12.	IDENTIFICATION AND CORRELATION OF TCs FOR FORGED COMPONENTS (RINGS / CONNECTIONS etc) (As applicable as per Drg.)		MAJOR	REVIEW OF TCs	100%	SPEC / STD AS PER BHEL DRAWING	SPEC / STD AS PER BHEL DRAWING	TC	√	P	W	-	SEAL AND IDENTIFICATION TO BE RETAINED.
13.	WELDING OF FORGED COMPONENTS, INSULATION PADS (WHEREVER CALLED IN DRAWING)				100%	DRAWING, BHEL APPROVED WPS, PQR	BHEL APPROVED WPS, PQR		√	P	V	-	
14.	FINAL STRESS RELIEVING	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	BHEL SPEC	BHEL SPEC and BHEL APPROVED WPS / PQR,	TC	√	P	V	-	
15.	WELD HARDNESS (applicable, in case of rectification welding)	HARDNESS SURVEY OF WELD REPAIR	MAJOR	HARDNESS	sample basis as per spec	BHEL SPEC	BHEL SPEC	TC	√	P	W		
16.	NDT OF DESIGN WELDS	VISUAL, MPI, UT (AS APPLICABLE AS PER DRG AND SPEC)	MAJOR	NDT	100%	BHEL SPEC & BHEL APPROVED MANUFACTURING PLAN	BHEL SPEC & BHEL APPROVED MANUFACTURING PLAN	NDT REPORTS	√	P	W	-	
17.	INSPECTION									P			

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

MANUFACTURER'S NAME AND			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP/ IP INNER CASING (AS PER PO)	QP NO.	QA/CF/QP/004								
				REV	04								
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		SPEC.	HW19683										
		REV	AS PER PO				Page 3 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

18.		VISUAL	MAJOR	VISUAL	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TC	√	P	W		
19.		MPI / DP (from inside & outside)	MAJOR	NDT	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		
20.		UT/RT	MAJOR	NDT	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W*		*REVIEW OF RT FILM
21.		MECHANICAL TEST	MAJOR	MECHANICAL	as per spec	BHEL SPEC	BHEL SPEC	TC	√	P	W		
22.		DIMENSIONS INCLUDING CHECK OF WALL THICKNESS BY UT	MAJOR	MEASUREMENT	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TC	√	P	W		
23.	RUST PREVENTION & PACKING		MAJOR	PHYSICAL		BHEL SPEC	BHEL SPEC			P			
24.	FINAL CLEARANCE		MAJOR			BHEL SPEC	BHEL SPEC	TCs		P	V		Refer note-1

NOTE-1 : TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.

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

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
--	--

i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा			
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) नाम, पदनाम, मोबाइल, ईमेल)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है 	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण			
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष			
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
4.	Total Area कुल क्षेत्र Covered Area शामिल क्षेत्र			
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2 .पत्र संलग्न है		
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) श्रमिकों की संख्या ,उनकी योग्यता ,मशीन और उपलब्ध उपकरण आदि)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार खरीददार के डिजाइन के अनुसार है)		

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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		विवरण अनुलग्नक –एफ 22 पर संलग्न है। (यदि लागू हो)
7	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समय संगठन का चार्ट (डिजाइन / विनिर्माण गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – B में संलग्न है।
8	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में (स्थल संपर्क व्यक्ति संपर्क विवरण आदि)	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक .4 पर संलग्न है।
9	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो ,सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	Details attached at Annexure – F2.5 विवरण अनुलग्नक - में संलग्न है।
10	Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	Details attached at Annexure – F2.6 विवरण अनुलग्नक - F 26 में संलग्न है।
11	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing कच्चे माल / खरीदे हुए मद ,प्रक्रियाबद्ध ,अंतिम परीक्षण ,पैकिंग करते समय गुणवत्ता नियंत्रण	Details attached at Annexure – F2.7 विवरण अनुलग्नक - F 2 पर संलग्न है
12	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा (मशीनों की सूची विशेष प्रक्रिया सुविधाएं , सामग्री रख-रखाव आदि)	Details attached at Annexure – F2.8 विवरण अनुलग्नक - .8 में संलग्न है।
13	Testing facilities (List of testing equipment) परीक्षण सुविधाएं (परीक्षण उपकरण की सूची)	Details attached at Annexure – F2.9 विवरण अनुलग्नक – F 29 में संलग्न है।
14	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो-	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F 21 में संलग्न है। (if applicable) लागू / लागू नहीं
	List of qualified Welders पात्र वेल्डर की सूची	
	List of qualified NDT personnel with area of specialization विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	
15	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses सब-वेंडर द्वारा बाह्य स्रोतों	Applicable / Not applicable लागू / लागू नहीं

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन	
	SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली	

	(उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F .21 में संलग्न है। <i>(if applicable)</i> यदि लागू हो			
1 6	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार)			
<i>Project/ package</i> परियोजना /पैकेज	<i>Customer Name</i> ग्राहक का नाम	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	<i>PO ref no/date</i> पीओ संदर्भ सं. / तिथि	<i>Supplied Quantity</i> आपूर्ति की मात्रा	<i>Date of Supply</i> आपूर्ति की तारीख
1 7	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक		<i>Attached at annexure - F2.13</i> अनुलग्नक F 2 पर संलग्न है		
1 8	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट टाइप टेस्ट विवरण ,रिपोर्ट संख्या ,एजेंसी ,जांच की तारीख) का सारांश नोट:- रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note:- Reports need not to be submitted</i>		<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.14 में संलग्न है <i>(if applicable)</i> यदि लागू हो		
1 9	<i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण		<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i> यदि लागू हो		
2 0	<i>Copy of ISO 9001 certificate</i> आईएसओ 9 0 1 प्रमाण पत्र की प्रति <i>(if available)</i> यदि उपलब्ध हो		<i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.16		
2 1	<i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग यदि उपलब्ध हो		<i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.17 में संलग्न है		
<i>Name:</i> नाम: <i>Desig:</i> पद: <i>Sign:</i> हस्ता क्षर: <i>Date:</i> तिथि:					

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

Annexure - F 2 . 1 2

[illegible]



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1. GENERAL

These general terms & conditions shall apply to all Quotations concerning the supply of goods and / or services to HEEP, Haridwar (hereinafter referred to as BHEL or HEEL) and its conditions will become part of Purchase Order (P.O.) issued by BHEL.

2. ORIGIN OF QUOTATION

A bidder shall not have conflict of interest with BHEL and shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-3 shall to be submitted by bidders alongwith the tender, which shall be part of the bidder.

3. SUBMISSION OF TENDER

- a) Bid / Quotation must be enclosed in sealed cover and the cover MUST BE written and be invariably sent under REGISTRATION. It must be Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

Bid/Quotation can also be submitted through email at tendercell.heep@bhel.in

All vendors submitting their bids through e-mail shall be on the following line: -

1. Tender Enquiry Reference No. _____

Quotations / Bids not in accordance with General Conditions are to be ignored. Page 86



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2. Bid Opening Date (Part 1, Techno-Commercial). --

Vendor to submit their bids as attachment (pdf format) with the password tender@bhel.com by 11.45 pm (IST) on the day of opening. However, if no password is received up to the time of opening, the bids will be ignored. Submission of bids through email is not a valid bid without physically witnessing the event. The size of the attachments must not exceed 25 MB.

- b) TENDER ROOM is located at: Room No. - 415, 4th Floor, BHEL, Haridwar.
- c) In case of Three/Two Part Bid, technical bid containing the Price Bid should be kept in one envelope. Price Bid should be in a separate envelope. All envelopes indicating Part 1 and Part 2 should be in a bigger envelope. Please note that un-priced bids will be rejected.
- d) The bid / quotation must be posted before due date. Quotations sent by any mode but not received in the authorized E-mail is also acceptable. However, in such cases, it is the responsibility of the bidder, sent through any mode, to ensure that it is signed and stamped in each page by authorized representative.
- e) The bids of the bidders who are on the debarred list of BHEL will be rejected. Bids should be free from correction, etc. Any interlineation, cutting, erasure or overwriting will be treated as full signature(s) of person(s) signing the bid and will be considered as such.
- f) Being PMD vendor, if you are not quoting against the tender, it will be positively for our reference with valid reasons for the same. Lack of response on the part of bidder may lead to debarment from vendor list.
- g) The bidders will submit Integrity Pact, duly signed and stamped, with their bids wherever applicable as per tender terms.
- h) In case of open tender, technically qualified unregistered bidders can register through <https://www.bhel.com/supplier-registration>.
- i) BHEL reserves the right to award tendered quantities (at L1 price by the other bidders). BHEL can also award the order to other than L1 bidder at L1 counter offered rates, subject to the quantity tendered for.
- j) In cases of e-Tendering (Online bidding through e-Tendering system), bids submitted in any other form by the bidders shall not be accepted. Only bids submitted through the system shall be considered. Bids submitted in any other form shall be outrightly rejected and shall not be considered for award.



k) No interest shall be payable on the security deposits

4 .TENDER OPENING

Tender opening is scheduled to start in the Tender
quotations must reach this office/tender Box latest
are allowed to attend. ~~After the opening of the tenders, no further
bids or amendments will be accepted.~~ TER THE SPECIFIED
'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL
CIRCUMSTANCES. bidders or their authorized representa
opening if duly authorized by their principals, thr
General authorization letter is not acceptable.

5 .SPECIFICATION, DRAWINGS & STANDARD

- a) Bidders must give their detailed specification in literature/ catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies tender enquiry. If these documents are not furnished.
- c) Wherever national / international (N/IN) standards followed. Mention year & date of standard revision.
- d) All Drawings and Standards are proprietary of BHEL in the interest of BHEL or without permission of BHEL.

6 .P R I C E S C H E D U L E

- a) Kindly quote your prices in figures and words both. Prices quoted in words shall be considered for evaluation.
- b) Prices quoted should not be more than the prices quoted by the Vendor to submit copy of latest Purchase Order placed for similar technical bid.
- c) Prices should be quoted on F.O.R. Destination basis. Freight on this basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such of freight shall be towards freight or with actual freight charges as applicable.
- e) Applicable IGST / CGST / SGST and any other statutory taxes shall be in the bid / quotation.
- f) If it is not otherwise specified by BHEL, bidder shall use BHEL Association approved transporter.
- g) Any demurrage / godown rent payable to the transporter shall be attributed by the supplier shall be recovered from the bidder.
- h) Currency of Evaluation shall be INR.



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Note Financial evaluation of L1, L2 Status will be

7 .REVERSE AUCTION

Wherever Reverse Auction (RA) is declared in the specification, the following shall be applicable and Bidders to comply with the same.
"BHEL shall resort to Reverse Auction (RA) for availability of goods and services."

Price bids of all eligible techno-commercially qualified bidders shall be considered as initial bids of bidders in RA. In case of Reverse Auction, the bidder's sealed envelope price bid shall be considered for ranking."

8 .DELIVERY TERMS

- a) Goods shall be delivered on 'FOR Destination' basis for in the tender enquiry.
- b) Commencement of delivery period shall be reckoned from the date of milestone.

9 .PENALTY/ LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY

- a) Where items of Purchase Order are independently used
Penalty/ Liquidated Damages (LD) for Late Delivery shall be 0.5% thereof on the value of respective delayed supplies for each day of respective delayed supplies. Value of delayed supplies shall be vendor (Before LD) against such supplies excluding taxes and duties.
- b) Where the total items are required for a main equipment
Penalty/ Liquidated Damages (LD) for Late Delivery shall be 0.5% thereof on total value of Purchase Order subject to the Purchase Order. Purchase Order value for this purpose shall be (Before Penalty/LD) excluding taxes and duties.
- c) Bidders are requested to quote the best delivery terms and conditions with the right to reject the offers not meeting BHEL's requirements.
- d) Bidder shall deliver the goods in the manner and mode specified in the Purchase order.
- e) Delivery in Case of Rejection of material
If the material is rejected, the date of rejection shall be considered as the actual date of delivery.



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- f) Delivery Against: Bank Assurance payment terms quoted by bidder through bank, and the delivery terms being "FOR Cash on delivery" will be date of intimation by transporter to BHEL for LD purpose.
- g) Where the payments are through bank, the documents shall be submitted to authorized/ nominated bank.
- h) BHEL will load maximum penalty under LD clause, to be levied on the bidder for the purpose of working out the comparative statement.
- i) Payment of Penalty/ Liquidated Damages (LD) shall be in accordance with obligations & liabilities under the contract.
- j) Penalty/ Liquidated Damages, wherever referred under the contract shall refer to the damages, not in the nature of penalty for delay in delivery of stores, installation, commissioning etc. Penalty/ Liquidated Damages leviable upon the supplier shall be on a reasonable and genuine pre-estimate of damages which may be caused by delay/breach on the part of the supplier. Grant of waiver of LD shall be considered as waiver of BHEL rights under the contract.

10. PAYMENT TERMS

- a) BHEL's standard payment term is Payment after receipt of invoice from BHEL-Stores or at desired destination unless otherwise specified in tender enquiry.
- b) BHEL reserves the right to accept or reject the offer if it does not conform to BHEL's standard payment terms.
- c) Loading on account of deviation in payment terms shall be at bidder's cost.
- d) Irrespective of the value of the invoice amount, the bidder shall submit despatch & invoice details on BHEL SUVIDHA portal within 10 days of despatch. All documents as per PO checklist, along with invoice, shall be uploaded on the portal. It is mandatory that tax invoice of Rs Five lakhs uploaded on the portal are digitally signed (DSC) issued by a licensed Certifying Authority. Invoices not allowed for invoices with a net amount (including taxes) less than Rs 5 lakhs were not digitally signed and uploaded on the portal. Invoices not in compliance in absence of the above.
- e) 100% payment along with taxes, freight & insurance (if applicable) from material entry date subject to successful completion of the work.

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- and acceptance of material by BHEL as per terms and conditions of contract, without any objection in documents/acceptance of material, the time period for payment shall be 15 days from the date of delivery of the material. In such a case, the payment shall be made within 15 days from the date of delivery of the material.
- f) For MSMEs (covered under MSME Act), wherever such contracts are awarded to BHEL, the payment shall be made within 15 days from the date of delivery of the material or as prescribed in the tender document.
- g) Adherence to the above time schedule of payment is a condition for availing Input Tax Credit by BHEL.
- h) In case GST credit is delayed / denied to BHEL, the amount payable by BHEL shall be recoverable from the supplier. The interest leviable on BHEL shall be at the rate of 18% p.a. from the date of invoice or expiry of the timeline prescribed in the tender document.
- i) The taxes and duties that are reimbursed would be paid by BHEL within 15 days from the date of order/delivery date or the amount actually paid by the supplier.
- j) The loading criteria for the different payment terms shall be as follows:

Payment Terms	Days of Loading
From material entry date within 90 / 60 / 45 days of supply.	No Loading
Against documents through banks (C/D):	60 days – For Micro & Small Category 75 days – For Medium Category 105 days – For Normal Category
Letter of Credit (LC)	120 days
Usance LC	No Loading if usance period
	Loading of days difference i.e. 120 days and usance period if < 120 days.

* Loading for any deviation in the payment terms wrt Repo rate + 4% shall be considered for loading for



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1 TAXES & DUTIES

a) The Supplier/Vendor shall pay all (save the specified) fees, license, charges, deposits, duties, tools, etc. levied on the input goods & services consumed and his operations in executing the contract. In case Supplier shall have the right to recover the same from his applicable overheads @5% and interest on the total. However, provisions of GST shall apply (goods/service) as per Tax Act shall be as per following clauses.

b) GST (Goods and Services Tax)

1. GST as applicable on output supply (goods/service) therefore, contractor shall be responsible for compliance of following terms and conditions. BHEL shall have the right to recover any loss to BHEL on account of tax, interest on following condition.
2. The admissibility of GST, taxes and duties referred shall be limited to direct transactions between BHEL & its suppliers on any transaction other than the direct transactions.
3. Supplier/Vendor shall obtain prior written consent of BHEL for taxes. Where the GST laws permit more than one option of tax/levy/duty, BHEL shall have the right to add tax liability on BHEL/Client as well as procedural compliance. The option chosen by BHEL shall be binding on the Supplier/Vendor in respect of the tax liability to the Supplier/Vendor.
4. Supplier/Vendor has to submit GST registration certificate also needs to ensure that the submitted GST registration is valid for the entire contract period.
5. Supplier/Vendor has to issue Invoice/Debit Note/Credit Note with Value, Rate, applicable tax and other particulars as per the Act and Rules made thereunder.
6. Supplier/Vendor has to submit GST compliant invoice to BHEL. In case of delay, BHEL reserves the right of denial of input tax credit to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to submit invoice & GR/LR/RR to BHEL before movement of goods for compliances. Special care should be taken in case of services.
7. Supplier/Vendor has to ensure that invoice is provided/completed on or before end of the month or 5th day of the month in which services are performed.



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8. Subject to other provisions of the contract, GST fulfilment of all the following conditions by the
- a) Supply of goods and/or services have been received
 - b) Original Tax Invoice has been submitted to BHEL.
 - c) Supplier/Vendor has submitted all the documents contract/ purchase order/ work order.
 - d) In cases where e-invoicing provision is applicable in compliance with e-invoicing provisions of GST
 - e) Supplier/Vendor has filed all the relevant GST returns the invoice submitted and submit the proof of sales invoice. In case of final invoice/ bill, contract days from the due date of relevant return.
 - f) Respective invoice has appeared in BHEL's GSTR - of invoice and in GSTR-2B of the month in which contractor along with status of ITC availability appropriate value may be furnished which shall be of confirmation of relevant payment of GST on GS adjust the financial impact in case of any default
 - g) Supplier/Vendor has to submit an undertaking confirmation of invoices pertaining to BHEL.
9. Any financial loss arising to BHEL on account of per contract/purchase order/work order at the time deducted from Supplier/Vendor's bill or otherwise
10. TDS as applicable under GST law shall be deducted
11. Supplier/Vendor shall comply with the provisions wherever provisions of GST Act permit, all e-way bills of goods needs to be arranged by the contractor.
12. Supplier/Vendor shall be solely responsible for provisions of GST Law and BHEL will not entertain liability on account of failure of Supplier/Vendor discharging the GST liability in a manner laid down
13. In case declaration of any invoice is delayed by subsequently amended/ altered/ deleted on GSTN portal implication on BHEL, the financial impact thereof the Supplier/Vendor's due payment.
14. Any denial of input credit to BHEL or levy of any Law by the Supplier/Vendor in any manner, will be interest and penalty (if any) from the payments due
15. In the event of any ambiguity in GST law with respect the invoice raised by the contractor or with respect BHEL's decision shall be final and binding on the



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16. Variation in Taxes & Duties:

Any upward variation in GST shall be considered for services are made within schedule date stipulated the reason solely attributable to BHEL. However do as per actual GST applicability.

In case the Government imposes any new levy/tax opening, the same shall be reimbursed by BHEL at restricted to the direct transaction between BHEL contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable opening of the price Bid, the Bidder/ Supplier/Vendor substantiated by documentary evidence in support of any such impact after opening the price bid will not or reassessment of offer.

c) INCOME TAX:

TDS/TCS as applicable under Income Tax Act, 1961 deducted/collected from Supplier/Vendor's bill.

d) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST D

Wherever the material being offered is imported, the The rate and value of IGST as included in the price IGST is not mentioned by the bidder the same will will have to pass on the benefit of IGST to BHEL a

e) In case of directly dispatchable items to Custom

registration number of the respective customer wh Vendor to ensure availability of such information material. However, while filing GSTN-1, BHEL Harid

Note: - Vendors must ensure compliance of all the ap GST Regime. Any loss to BHEL-Haridwar due to fault vendor's account.

17. BANK GUARANTEE

In case the bank guarantees are required to be de guarantee or for any other purpose as per the terms requisite value in the denominated currency of the branches of BHEL consortium banks and the bank guarant BHEL. The proforma of bank guarantee and the list o



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<https://hwr.bhel.com> in case the bank guarantee is not confirmed from the banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT

- a) Goods shall comply with the specifications for material otherwise specified, the warranty shall be for a period of 12 months from the date of delivery. If a delivered product is found non-compliant during the warranty period, the Seller shall arrange free replacement / repair of goods, within the mutually agreed period. The rejected goods shall be returned on Delivered Duty Paid (DDP) or FOR - BHEL Store basis within the warranty period. In the event of the Seller's failure to comply with the contract conditions, the Seller shall be responsible for the replacement of the goods at BHEL or at our subcontractor's workshop. In case of replacement / repair of the goods as required by BHEL, the Seller shall bear the incidental charges while taking back supplied material. The rejected material shall be sent back only after receipt of payment for the replacement material.
- b) In case the material is rejected, then date of re-delivery shall be within 15 days of rejection.
- c) RETURN OF REJECTED MATERIAL FOR REPLACEMENT: The Seller shall be responsible for the replacement of the goods at BHEL or at our subcontractor's workshop. In case of replacement / repair of the goods as required by BHEL, the Seller shall bear the incidental charges while taking back supplied material. The rejected material shall be sent back only after receipt of payment for the replacement material.

14. QUALITY REQUIREMENT

- a) The vendor's bid / quotation should have specific quality requirements such as (i) Test Certificate (TC) (ii) Inspection Certificate (WC) (iii) Quality Plan (QP) (if applicable) and (iv) any other applicable requirements.
- b) For Indian suppliers, the Bon charges are paid by BHEL. For foreign suppliers, the Bon charges have been received from both Indian and Foreign Bidders. The Bon charges loaded by 0.20% to work out the comparative status of the bids.

15. VALIDITY

The quotation should be valid for a minimum period of 90 days from the date of tender, unless otherwise specified in the tender enquiry.



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16. RIGHT OF ACCEPTANCE

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to accept or reject any quotations. BHEL also reserves the right to increase or decrease the price of any order should be prepared to accept order for reduced quantities.
- b) Any discount / revised offer / bids submitted by a bidder after the due date is received on or before the due date and time of opening of tenders shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after the opening of tenders will change in price will be permitted within the valid tender period.
- d) In case of changes in scope and / or technical specifications having price implication, techno-commercially acceptable bids shall be invited. The impact of such changes on their price bids. In case of impact called for then the latest price bid shall be considered for evaluation. bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be returned after finalization of contract. EMD shall be returned after tender opening.
- f) BHEL reserves the right to short close the existing tender at any stage.

17. TRANSIT INSURANCE

- a) In case of Ex-Works dispatch by seller, Transit Insurance Policy. Seller shall inform dispatch particulars to Purchase Department, BHEL, Ranipur, Haridwar (Uttarakhand) to arrange insurance coverage in its policy. Seller's insurance particulars will make him liable to pay for any transit loss.
- b) In case of FOR Destination dispatch by seller, Transit Insurance Policy.

18. BREACH OF CONTRACT, REMEDIES AND TERMINATION

BREACH OF CONTRACT:

The following shall amount to breach of contract:

- i) Non-supply of material / non-completion of work by the Supplier / Vendor beyond the completion period as per contract or as extended from time to time.
- ii) The Supplier / Vendor fails to perform as per the contract before expiry of the delivery / completion period to the Supplier / Vendor beyond contractual delivery / completion period.
- iii) The Supplier / Vendor delivers equipment / material not as per the contract.



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i The Supplier/Vendor fails to replace the defective clause.

v Withdrawal from or abandonment of the work by the contract.

vi Assignment, transfer, subletting of Contract by permission resulting in termination of Contract or

vi Non-compliance to any contractual condition or any

vi Any other reason(s) attributable to Vendor toward breach of contract, BHEL shall have the right to terminate or in part thereof without any compensation to the Supplier.

i Any of the declarations furnished by the contractor for contract for supply are found untruthful and such declaration in non-award of contract to the contractor or consequences, financial or otherwise.

x Supplier/Vendor is convicted of any offence involving activities or any such offence that compromises the Pact entered into with BHEL has the potential to have

Note - Once BHEL considers that a breach of contract shall notify the Supplier/Vendor by way of notice in writing to rectify the reasons causing the breach of contract.

In case the contractor fails to remedy the breach, BHEL shall have the right to take recourse to any of the provisions of contract.

REMEDIES IN CASE OF BREACH OF CONTRACT:

- 1-Wherein the period as stipulated in the notice Supplier/Vendor has failed to remedy the breach, BHEL on the ground of "Breach of Contract" without any
- 2-Upon termination of contract, BHEL shall be entitled to Contract Value for the damages on account of breach. This amount shall be recovered by way of encashing bank guarantee etc available with BHEL against the said instruments available is less than 10% of the contract from other financial remedies (i.e. available bill of exchange money due to the Supplier/Vendor etc. with BHEL) or



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3-Wherever the value of security instruments like p against the said contract is 10% of the contract v of 10% contract value will be encashed.

4-In case the amount recovered under sub clause (a) recoverable then; a demand notice to deposit the Supplier/Vendor.

5-If Supplier/Vendor fails to deposit the balance a notice, following action shall be taken for recover a.from dues available in the form of Bills payable contract.

b.If it is not possible to recover the dues availa to meet the recoverable amount, balance amount s to Supplier/Vendor under any contract with othe security deposits or any other deposit available against Security deposit or EMD.

6-In-case recoveries are not possible with any of t initiated for recovery against defaulted supplier/

7-It is an agreed term of contract that this amount BHEL would incur in completion of balance contract agency and BHEL will not be required to furnish a purpose of estimation of damages.

8-In addition to the above, imposition of liquidate short-closure, etc., shall be applied as per provi

Note :

1.The defaulting Supplier/Vendor shall not be eli enquiries floated by BHEL to complete the balance and include:

a)In case defaulted Supplier/Vendor is the Sole Pr owned by same Sole Proprietor.

b)In case defaulted Supplier/Vendor is The Partne partners/ some of the same partners; or sole pro sole proprietor.

Penalty/LD against delay in executed:supply in case



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Penalty/ LD against delay in executed supply shall be attributable to Supplier/Vendor. For limiting the maximum Executed Value of supply till termination of contract.

Method for calculation of "Penalty/LD against delay" is given below. LD

- i. Let the time period from scheduled date of start of period of Hold (if any) not attributable to contract.
- ii. Let the value of executed supply till the time of delay.
- iii. Let the Total Executable Value of supply for Supplier/Vendor and were planned for execution till the time of delay.
- iv. Delay in executed supply attributable to Supplier/Vendor.
- v. Penalty/ LD shall be calculated in line with LD against delay attributable to Supplier/Vendor taking "X" as Contract Value.

19.FORCE MAJEURE CLAUSE

1. "Force Majeure" shall mean circumstance which is:
- a) beyond control of either of the parties to contract.
 - b) either of the parties could not reasonably have prevented the contract,
 - c) having arisen, either of the parties could not reasonably have prevented the contract,
 - d) is not substantially attributable to either of the parties.
- And
- Prevents the performance of the contract.

- Such circumstances include but shall not be limited to:
- i. War, hostilities, invasion, act of foreign enemy.
 - ii. Rebellion, terrorism, revolution, insurrection.
 - iii. Riot, commotion or disorder by persons other than employees of the contractor and sub-contractors.
 - iv. Strike or lockout not solely involving the contractor and sub-contractors.
 - v. Encountering munitions of war, explosive materials, radio-activity, except as may be attributable to the contractor, explosives, radiation or radio-activity.
 - vi. Natural catastrophes such as earthquake, tsunami, typhoon, flood, fire, cyclones etc.
 - vii. Epidemic, pandemic etc.



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2. The following events are explicitly excluded from the non-performing party: a) any strike, work- (b) late delivery of equipment or material (unless hardship).
3. If either party is prevented, hindered or delayed the Contract by an event of Force Majeure, then it of such event and the circumstances thereof with the event.
4. The party who has given such notice shall be excused of its obligations under the Contract for so long to the extent that such party's performance is prevented. Completion shall be extended by a period of time of Force Majeure event.
5. Delay or non-performance by either party hereto caused by Force Majeure shall not -
i. Constitute a default or breach of the Contract
ii. Give rise to any claim for damages or additional compensation to the extent that such delay or non-performance is caused by Force Majeure.
6. BHEL at its discretion may consider short closure of the Contract in case of Force Majeure in line with extant guidelines. In any case, the closure shall not exceed 1 year of imposition of Force Majeure.

2.0 CONSEQUENTIAL LOSS

Neither party shall be liable to the other for any loss or damage, not limited to loss of use, loss of profits, or loss of business, whatsoever arising out of or in connection with this Contract.

2.1 NON-DISCLOSURE AGREEMENT

The bidders shall enter into the Non-disclosure Agreement with BHEL.

2.2 CARTEL FORMATION

The Bidder declares that they will not enter into any cartel, whether formal or informal with other Bidder(s). The Bidder shall provide certifications, subsidiary contracts, submission or



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competitiveness or to introduce cartelization in the
indulged in above activities, suitable action shall

23. SETTLEMENT OF DISPUTE / ARBITRATION

Settlement of Dispute -

If any dispute or difference of any kind whatsoever arising out of the contract for the performance of termination, abandonment or breach of the contract, Engineer for amicable resolution by the parties. Dispute settlement of disputes arising out of the contract) written notice of his decision to the contractor. Since every matter so referred shall forthwith be given along with the work with all due diligence, whether he or not provided or not.

If after the Designated Engineer has given written notice to pursue the dispute has been communicated to him by the Supplier of such notice, the said decision shall become final. If Supplier/Vendor being dissatisfied with any such decision, then all such disputed issues shall be resolved through Scheme 2018 as per below.

CONCILIATION

Any dispute, difference or controversy of whatever nature in relation to this Agreement (including its interpretation) arising by either Party to the other Party (the "Dispute") shall be amicably in accordance with the conciliation procedure. The proceedings of Conciliation shall broadly be governed by the Arbitration Act, 1996 or any statutory modification thereof and as per the proceedings" www.bhel.co.in in

ARBITRATION

1- Except as provided elsewhere in this Contract, the settlement (whether by Conciliation to be conducted in respect of any dispute or difference; arising out of the execution of the Contract; or, the respective right of interpretation of any provision of the Contract; (hereinafter referred to as the 'Dispute'), then the Arbitration Institution i.e. Delhi International Arbitration Centre Arbitrator appointed in accordance with the Rules



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- 2 -A party willing to commence arbitration proceeding to the other party in terms of section 21 of the referred to as the 'Notice') before referring the addressed to the Head of the Unit, BHEL, executing all claims to be referred to arbitration with sufficient amount of such claim including interest, if any.
- 3 -After expiry of 30 days from the date of receipt of shall submit that dispute to the Arbitral Institution dispute shall be adjudicated in accordance with the be adjudicated by a Sole Arbitrator who shall need experience in commercial matters to be appointed/ cost/expenses pertaining to the said Arbitration of the respective Arbitral Institution. The decision of dispute to a specific Arbitral institution for on both the parties and shall not be subject to any the time of invocation of dispute shall remain unchanged.
- 4 -The fee and expenses shall be borne by the parties.
- 5 -The Arbitration proceedings shall be in English language be Haridwar.
- 6 -The Governing law of contract shall be the substance thereof shall be applicable. All matters relating Arbitration clause are subject to the exclusive jurisdiction.
- 8 -Notwithstanding any reference to the Designated Entity the parties shall continue to perform their respective otherwise agree. Settlement of Dispute clause cannot has been mutually closed or 'No Demand Certificate Settlement Agreement has been signed between the Entity.
- 9 -It is agreed that Mechanism of resolution of dispute the cases where the value of the dispute is less than 10l-n case the disputed amount Claim, Counter claim parties shall be within their rights to take recourse available to them under the applicable laws after aforesaid conditions, provisions of the Arbitration modifications or re-enactment thereof as amended proceedings under this clause.
- 11l-n case, multiple arbitrations are invoked (whether to under this contract, then the cumulative value in all such arbitrations shall be taken in account subject contract for the purpose of Sl. No. 10 above.



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crores shall be resolved through arbitration and court of competent jurisdiction.

12. In case of Contract with Public Sector Enterprise following shall be applicable:

In the event of any dispute or difference relating to provisions of commercial contract(s) between Centre and also between CPSEs and Government Departments concerning Railways, Income Tax, Customs & Excise to be taken up by either party for resolution through Arbitration (as mentioned in DPE OM No. 02/2025 and the decision of AMRCD on the said dispute

2.4 JURISDICTION

The Court situated at Haridwar shall alone have exclusive jurisdiction of the Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in India.

2.5 DEMURRAGE RESPONSIBILITY

In the event of delay in receipt of documents by Manufacturer where dispatches are made through Unapproved Transporter, such delay shall be that of supplier.

2.6 CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE)

MSE Suppliers can avail the intended benefits only if they submit the offer with the offer.

1. However, credentials of all MSE suppliers will be required to be submitted with the offer.
2. MSE bidders claiming SC/ST status will have to submit the certificate from competent authority. Attested (notarized or attested) with the offer.
3. In case techno-commercial accepted bidders include MSE bidders (whose cost - considering quoted prices) are within the prescribed limit of 25% of quantity of respective item (rounded off to nearest integer) and in case, more than one MSE bidder is in 15% of the total quantity of respective items will be considered on a pro-rata basis amongst MSE bidders.



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4. There will be minimum of 3% reservation for women reservation.
5. The reservation for MSEs owned by SC/ST will be 6% as per Public Procurement Policy for the Micro and Small Enterprises.
6. The definition of MSEs owned by Women Entrepreneur is as follows:
 - a) In case of proprietary MSE, proprietor shall be a woman.
 - b) In case of partnership MSE, the Woman partners shall be at least 51%.
 - c) In case of Private Limited companies, at least 51% of the shareholding shall be by women.
7. The definition of MSEs owned by SC/ST is clarified as follows:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be at least 51%.
 - c) In case of Private Limited companies, at least 51% of the shareholding shall be by SC/ST.
8. While dist^{25%} quantity amongst MSE bidders the decision will be ignored for all the bidders except the L-1 amongst MSE bidders. Quantity to other MSE bidders ignoring the quantity of L-1 bidder. However, if there are more than one MSE bidder offering additional quantities due to ignoring off the decision, the bidder offering favorable terms to BHEL and if the conditions are given to the bidder having high SPR rating.
9. In case there are more than one MSE bidders (with same quantity and band of lowest bidder and quantity to be offered is 1) the MSE bidder with lowest landed cost.
10. In case there are more than one MSE bidders (with same quantity and band of lowest bidder and quantity to be offered is 1) the bidder offering favorable terms in the bid and in case terms are same, the bidder having high SPR rating will be given preference.
11. If L1 bidder is MSE bidder, entire quantity will be offered to him.
12. Note: It may however be noted that MSE guidelines shall prevail.
13. As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.08.2016, the MSE Vendors shall avail the benefits extended under the PP Policy. It shall be as EMD Waiver, Tender fee exemption, Price preference etc. to those MSE Vendors who are manufacturers of offered items. It shall not be provided to Agents / Stockists / Dealers / Traders etc. by themselves.

2.7. INFORMATION TO THE BIDDERS

- a) Purchase related information is available at our BHEL website <https://hwr.bhel.com>. The user ID & password shall be provided to concerned purchase executives.

Quotations / Bids not in accordance with General Conditions are to be ignored. Page 2 of 6



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- b) Intimate your change in mail address or communication (SDX/Mysa@bhel.in) giving your bidder Code.
- c) Unit of measurement for dimension and weight used match the units stated in the tender enquiry. Any
- d) Please resolve your rejections and unexecuted orders at our B2B Portal, which can be visited through our
- e) The Bidder declares that they will not enter into understanding, whether formal or informal with other specifications, certifications, subsidiary contractual actions to restrict competitiveness or to introduce bidder is found having indulged in above activities policies/ guidelines.
- f) Supplier must upload digitally signed e-Invoice on linked signed hard copy of Invoice <https://www.bhel.in>

2.8 MAKE IN INDIA (GOVT-NOTIFICATION)

- A. For this procurement, the local content to categorize supplier/ Non-local supplier and purchase preference Procurement (Preference to Make in India), Order 2 subsequent orders issued by the nodal ministry, chapter of the NIT, the same shall be applicable even if Part-II bids against the NIT.
- B. Vendors shall specifically confirm if they are Class-I per the above-mentioned notification. Accordingly, at the time of bidding shall be required to indicate certification that the offered item meets the local 'Class-II local Supplier', as the case may be. The local value addition is made.
- C. In cases of Procurement for a Value in Excess of Rs 10 crores, 'Supplier' shall be required to provide a Certificate from a Chartered Accountant (in the case of companies) or from a practicing Accountant (in respect of suppliers other than companies).
- D. For contracts valuing more than Rs 10 crores, local bidders at the time of tendering) will be re-verified by a Chartered Accountant, and in case of defaults, penalty up to 1% of the contract value.

2.9 RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCE

All provisions of Order No. F.No.7/10/2021-PPD(1) of the Department of Economic Affairs (DoE) shall be applicable for this tender enquiry. For more details, please refer to the link <https://doe.gov.in/procurementpolicy-divisions>



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Accordingly, any bidder from a country which shares a land border with India, shall be eligible to participate in procurement whether of goods, services (including construction or works (including turnkey projects) only if the bidder is specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as per clause 12 of the said order.

Registration with the competent authority as stipulated in clause 12 of the said order shall be a condition for a bidder.

Bidder has to submit a certificate certifying following:-
"I have read the clause regarding restrictions on participation from a country which shares a land border with India; I certify that bidder (... Na... a country, has been registered with the Competent Authority as a bidder) fulfils all requirements in this regard and

If the bidder is from such country which shares a land border with India, the certificate from the Competent Authority shall be attached along with the bid. The certificate from the Competent Authority should be valid at the time of submission of the bid.

3 NOTE

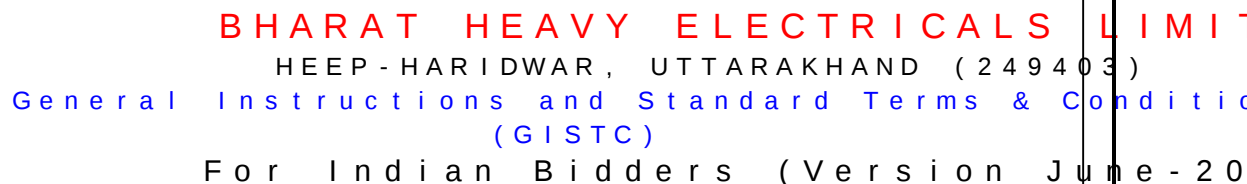
- a) Special conditions of enquiry, if enclosed by BHEL, shall prevail over the standard terms and conditions of enquiry.
- b) Any other Standard terms and Conditions of the bid, if submitted, shall be treated as null and void ab initio.
- c) In the event of our customer order covering this bid being modified, BHEL would be constrained to accordingly modify the terms and conditions of execution.
- d) If any bidder/ supplier/ contractor during pre-bid/ award/ execution/ post-execution stage indulge in any act of corruption, bribery, fraud, collusion, influence the price or acts or omits in any manner punishable under any provision of the Bharatiya Nyaya Sanhita, 1961 or any law in force in India, then, action may be taken against the bidder/ supplier/ contractor as per extant guidelines of the company available on the BHEL website.



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providing guidelines for Suspension of Business Dealings which is available at <http://www.bhel.com>

- e) Any change in applicable rates of Tax or any other introduction of any levy by means of statute and its effect on the agreed delivery date for reasons not attributable to the Vendor shall not reimburse the same and any subsequent claim in this regard shall be rejected.
- f) BHEL reserves its right to reject an offer due to non-availability of Vendor in the execution of any contract to any BHEL project.
- g) The offers of the bidders who are under suspension of the services of the debarred firms / principal / agent shall not be available on BHEL web site www.bhel.com.
- h) The bidder along with its associate / collaborator / service providers shall strictly adhere to BHEL Financial Policy at <http://www.bhel.com>. Any fraud or suspected fraud shall immediately bring to the notice of BHEL. BHEL shall immediately bring to the notice of the bidder any fraud or suspected fraud as soon as it comes to the notice of BHEL.
- i) BHEL shall recover the amount of compensation paid to the victim of permanent disability due to an accident which is a result of negligence of the bidder or firm or any of its employees as detailed below;
1. Victim: Any person who suffers permanent disablement as detailed below.
 2. Accident: Any death or permanent disability resulting from an unintended and unforeseen injurious, occurrence during operation and works incidental thereto at BHEL project execution, erection and commissioning, shooting, serving, overhaul, renovation and guarantee testing undertaken by the company or its Units/ Offices/ townships and premises/ project.
 3. Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: As per applicable laws.
 4. Permanent Disablement: A disablement that is certified by a medical officer under the proviso to Section 2(1) of the Employees Compensation Act, 1948.
- j) The bidder must comply with applicable laws, rules and regulations for conducting business and fulfilling obligations.



ONE SIDED

THIS NON DISCLOSURE AGREEMENT entered into on this
 "Effective Date" between BHEL Heavy Electricals Limited (a
 Government of India), incorporated under the Companies
 registered office at having its registered office at
 (hereinafter BHEL) and the expression shall unless
 meaning thereof be deemed to include its successors
 "BHEL").

And
ABC, Company incorporated under the laws of a
(hereinafter referred to as "ABC").

The party who is receiving information would be referred as the Disclosing Party and the party who is disclosing information would be referred as the Disclosed Party.

(A) The Disclosing Party and The Receiving Party will mutually advantageous business relationships for products in India ('the Purpose');

(B) The Disclosing Party, in furtherance of such business, including but not limited to, scientific, development information:

(C) The Receiving Party and the Disclosing Party will not disclose the information provided by the Disclosing Party to third parties without the prior disclosure and use, in accordance with the terms of

(D) The Receiving Party agrees to hold such information directly or indirectly, for any purpose other than

NOW, THEREFORE and in consideration of the promises, interests, and other good and valuable consideration acknowledged, the Parties agree as follows:

1. PURPOSE Purpose to be mentioned here.
2. DISCLOSING PARTY Party that discloses the confidential information under this agreement.
3. RECEIVING PARTY Party that receives the confidential information under this agreement.
4. Confidential Information (as) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party, shall be deemed to be "Confidential Information".



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(b) (i) It is clarified that Confidential Information includes but is not limited to, technical, technique, strategy, component, concept, program, documentation, information, manual, record, data, test results, invention, sample, notes, summaries, analyses, computer programs, sample, medium, test data relating to any research and development, engineering, manufacturing, marketing, pricing, bill of materials, or future products, sales, suppliers, clients, customers, and other information which the Disclosing Party provides to the Receiving Party in any form and whether or not such information is identified as Confidential Information. Confidential Information shall also include all reports and documents prepared by the Receiving Party based on the Confidential Information and/ or derived therefrom.

(ii) Confidential Information includes information of a firm or corporation controlled by, controlling, or under common control with the Receiving Party.

(c) Confidential Information shall not include information which is:

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

(2) is known by the Receiving Party at the time of receipt of the Confidential Information;

(3) is discovered/ independently developed by the Receiving Party; or

(4) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure.

(d) Notwithstanding any other provision of this Agreement, the Receiving Party shall not disclose Confidential Information if such disclosure is required by a governmental body, provided, however, that the Receiving Party shall notify in writing to the Disclosing Party so that the Disclosing Party may take appropriate action, including that the Confidential Information so disclosed is not to be used.

5. Disclosure

In consideration of the disclosure of Confidential Information, the Receiving Party shall:

(a) Shall treat as confidential and safeguard all information received from the Disclosing Party;

(b) to hold the Confidential Information in strict confidence and to protect such Confidential Information (including, without limitation, to employ with respect to its own confidential materials, the same degree of care and protection as it employs with respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its employees, agents, representatives (collectively "Representatives") strictly only to those persons who have a need to know in connection with the Transaction between the parties and who are bound by a confidentiality obligation for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and the obligations set forth in this Agreement and require them to sign a confidentiality agreement;

(e) shall keep all Confidential Information strictly confidential and shall not disclose it to any third party, not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received from the Disclosing Party;

(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.



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- (i) not use the information for any scientific research
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than the Discloser
 - b. Which is already in the possession of Recipient or its predecessor
 - c. Which is or has been lawfully disclosed to Recipient or its predecessor without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its predecessor and disclosed hereunder has been used directly or indirectly by Recipient or its predecessor
 - e. Whose applicable period of confidentiality pursuant to the law in writing by the parties, has ended
- (k) This agreement is not intended to, and does not constitute, a condition to any agreements or to proceed with the transaction, any party to the transaction acknowledges that Discloser makes no representation or warranty as to the accuracy or completeness of Confidential information contained in any definitive agreement.

Each Party will comply with all applicable data protection laws, in particular if one Party receives access to and processes data in connection with this Agreement and such processing is subject to a data processing or other data protection agreement.

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall keep the Confidential Information in confidence, and shall not, without the prior written consent of the Disclosing Party:
 - (i) disclose the Confidential Information to any third party
 - (ii) use the Confidential Information for any purpose other than that intended by the Disclosing Party
- (b) The Receiving Party shall not use the Confidential Information in any manner which would constitute a violation of any applicable law, regulation or contract.
- (c) The Confidential Information shall be the property of the Disclosing Party, and all interests including, but not limited to, trademark, patent, copyright, shall be transferred or granted in relation to the Confidential Information to the Disclosing Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information for the Purpose of the Agreement as set out above or for any other purpose.
- (e) All the title and rights in the Confidential Information shall remain with the Disclosing Party and/or its licensors and no rights or obligations shall be created, granted or to be implied from this Agreement. In particular, no rights shall be granted or implied, directly or indirectly, by this Agreement relating to any invention or intellectual property right now or in the future.

7. Protection of Confidential Information



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

8. No Further Warranties

The Confidential Information is provided "as is" without any kind, including but not limited to, warranties or representations of any kind.

9. No Further Business Arrangement

Nothing contained herein shall be construed to obligate the parties to enter into any further business arrangement with each other. This Agreement does not create an agency or joint venture limited to any partnership, agency or joint venture.

10. Term

The term of this Agreement shall commence on the date of execution of this Agreement and shall continue for a period of 30 days to the Receiving Party. However, the Receiving Party shall not disclose Confidential Information under this Agreement shall disclose it to the public or when it otherwise becomes known to the Receiving Party.

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information is of a unique and valuable character, and that the disclosure of such information would destroy or diminish the value of the Confidential Information. Therefore, Recipient hereby agrees that the affected party shall be entitled to injunctive relief shall be in addition to any other remedies available at law or in equity. The affected Discloser shall be entitled to recover reasonable attorneys' fees, incurred in obtaining and enforcing this Agreement, the prevailing party shall be entitled to recover its expenses.

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the Discloser all documents, drawings, manuals, records, excerpts or derivative documents or materials ("Notes") (and all copies of the same) whether manually or by image capture) based on or including



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storage or retrieval, upon the earlier of (i) the termination of the parties contemplated hereunder; (ii) the termination of the agreement, in which case the party in breach shall be liable for and this Agreement or (iv) at such time as the recipient determines that the Recipient may retain such of its documents or documents retention policies. Alternatively, the Recipient may Discloser may immediately destroy any of the foregoing data reasonably non-recoverable data erasure of computer data or such destruction by an authorized officer of the Recipient.

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of Confidential Information by Recipient or its Representatives by Recipient or its Representatives, and will cooperate in the return of Confidential Information and prevent its further unauthorized use.

14. Survival

The provisions of Clauses 8, 9 & 10 of this Agreement shall survive 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 having original Civil Jurisdiction at (name of Place) for all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in the event of a dispute or difference between the Parties, in respect of any dispute or difference; or, the interpretation or execution of the Contract; or, the respective rights and obligations of the Parties; or, the interpretation of any provision of the Contract; or, the Party may, by a notice in writing to the other Party, refer the dispute to arbitration shall be conducted by three arbitrators. One arbitrator to be appointed by the mutual consent of the Parties. The Arbitrator shall pass a reasoned award and the award shall be binding upon the Parties. Subject as aforesaid, the provisions of the statutory modifications or re-enactments thereof and in force shall apply to the arbitration proceedings. ----- (the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise the information contemplated by the Agreement without the prior written consent required by law.

17. Miscellaneous



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- (a) This Agreement constitutes the entire understanding between the parties, prior or contemporaneous understandings and agreements notwithstanding, with respect to the subject matter hereof. Any amendment signed by the party against whom enforcement is sought shall be binding.
- (b) Any failure by a Discloser to enforce the Recipient's obligations under this Agreement will not constitute a waiver of its right to enforce the provision of this Agreement.
- (c) Although the restrictions contained in this Agreement for the purpose of protecting the Confidential Information may be held by a competent jurisdiction to be unenforceable, such provisions shall include as much of its nature and scope as will render the Agreement enforceable or interpreted to be enforceable in any respect, in which case the Agreement will be enforced as if such provision was enforceable.
- (d) Any notices or communications required or permitted hereunder shall, in any event, be deposited with a nationally recognized overnight carrier, return receipt requested, postage prepaid, in the address specified above (or such other addressee as may be designated in any paragraph). All such notices or communications shall be deemed delivered in the case of personal delivery or electronic-mail, at the time of delivery by a nationally recognized overnight carrier.
- (e) Parties shall not directly or indirectly assign or subcontract their obligations contained in this Agreement shall extend to their successors, assigns and legal representatives.
- (f) Paragraph headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications shall be in writing and shall be transmitted by first class mail or by a person at the address specified herein below, or by electronic mail, generating a record copy to the party being served. Any Notice sent by mail shall be deemed to be received upon receipt of confirmation. Any Notice sent by telex facsimile or electronic mail shall be deemed to be received at the time of transmission.

Notice if to:

BHEL, then to,

Phone : Fax :

E-mail :



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ABC, then to,

(Name) _____
(Designation) _____
Phone : _____
Fax : _____
E-mail : _____

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions hereof, the undersigned have caused this Agreement to be executed.

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



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Annexure - 2

BOTH SIDED

NON DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at _____ Date") by and between;
M/s ABC company incorporated under the Laws of Comp _____ office at _____ New Delhi (the "Discloser - "ABC"), which express repugnant to the context or meaning thereof, be deemed to mean and permitted assigns.

AND

M/S XYZ _____, a company incorporated under the L _____ its principle place of business _____ "the Recipient" (the "_____"), which express context or meaning thereof, be deemed to mean and permitted assigns.

Where appropriate, the Parties hereto individually / Jointly, orally and both Page 1 of 6 **WHEREAS...**

A) In connection with (describe transaction / co _____ transaction (the Transaction), the Parties may have information on a confidential basis

B) The Parties wish to define their rights and oblig _____ confidentiality

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential In _____ or information that is proprietary of the Discloser _____ tangible or intangible form, whenever and however _____ scientific or technical information, invention, de _____ technology or method; (ii) any concepts, reports, _____ development tools, specifications, computer softwar _____ inventions, information and trade secrets; (iii) an _____ projections, operations, sales estimates, business _____ present or future business activities of such party, _____ plans for products or services, and customer or supp _____ unique, patentable, copyrightable or constitute a t _____ Information. The Recipient acknowledges that the C _____ respective Discloser and that the Discloser regards

(b) Notwithstanding anything in the foregoing to the _____ information which: (i) was known to the Recipient wi _____ Confidential Information from the respective Disclo _____ from a third-party source not known (after diligent



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to the respective Discloser to maintain confidential information in the event of a fault of or failure to act by the Recipient in breach of the terms of this Agreement, or is otherwise in violation of any judicial or administrative proceeding, or is otherwise in violation of any regulation, but only to the extent of any such disclosure. The provisions of this Agreement shall apply prior to any disclosure being made; and the Recipient without violation of the terms of this Agreement shall maintain Confidential Information.

2. Disclosure of Confidential Information

In consideration of the disclosure of Confidential Information by the Discloser to the Recipient, the Recipient shall:

(a) treat as confidential and safeguard all information disclosed to it by the Discloser;
(b) hold the Confidential Information in strict confidence and shall not disclose such Confidential Information (including, without limitation, to its own personnel) in respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its own personnel (collectively "Representatives") strictly only to what is necessary in connection with the Transaction between the parties for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and obligations set forth in this Agreement and require them to maintain Confidential Information confidential;

(e) shall keep all Confidential Information strictly confidential and exercise not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received from the Discloser;

(g) not to copy or reverse engineer any such Confidential Information;

(h) not to use the Confidential Information for any purpose other than that for which it is disclosed;

(i) not use the information for any scientific research or development;

(j) Confidential information does not include information which:

a. Which is generally available to the public other than as a result of disclosure by the Discloser;
b. Which is already in the possession of Recipient or its Representatives prior to the disclosure;

c. Which is or has been lawfully disclosed to Recipient or its Representatives in the same without confidentiality restrictions; or

d. Which is independently developed by Recipient or its Representatives and not disclosed hereunder has been used directly or indirectly by Recipient or its Representatives;

e. Whose applicable period of confidentiality pursuant to any applicable law or in writing by the parties, has ended

(k) This agreement is not intended to, and does not constitute, a condition to any agreements or to proceed with the transaction, any



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acknowledges that Discloser makes no representation accuracy or completeness of Confidential information contained in any definitive agreement.

Each Party will comply with all applicable data protection particular if one Party receives access to and processing connection with this Agreement and such processing a data processing of other data protection agreement.

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information purpose other than as authorized by this Agreement authorized representations of the right or license, whether Confidential Information is granted to the Recipient modify the parties' existing agreement of the Transaction Information shall be reserved with the respective obligations other than those expressly set out in the Agreement. In particular no license is granted to the Recipient relating to any invention, discovery, patent, copyright now or in the future.

4. Term

This Agreement will terminate (i) 5 (five) years after Transaction related agreement provided that such agreement provisions- whichever occurs earlier. Notwithstanding the foregoing, the Recipient's and Confidential Information that was disclosed during such term as a

5. Remedies

The Recipient acknowledges that the Confidential Information sensitive of a unique and valuable character, and the Confidential Information would destroy or diminish the value of the Transaction from the unauthorized dissemination of the Confidential Information. Therefore, Recipient hereby agrees that the affected party preventing the dissemination of any Confidential Information affected Discloser shall be entitled to recover all

6. Return of Confidential Information

Recipient shall immediately return and redeliver to Discloser all documents embodying the Confidential Information provided hereunder, including drawings, manuals, records, excerpts or derivative documents or materials ("Notes") (and all copies of the Confidential Information) whether manually or by image capture) based on or including



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storage or retrieval, upon the earlier of (i) the parties contemplated hereunder; (ii) the termination agreement, in which case the party in breach shall and this Agreement or (iv) at such time as the recipient that the Recipient may retain such of its documents document retention policies. Alternatively, the Recipient Discloser may immediately destroy any of the foregoing reasonably non-recoverable data erasure of computer such destruction by an authorized officer of the Recipient.

7. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of Confidential Information by Recipient or its Representatives by Recipient or its Representatives, and will cooperate in the destruction of Confidential Information and prevent its further unauthorized use.

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any obligation to enter into a Transaction by virtue of this Agreement herein.

9. Applicable Law and Disputes

This Agreement shall be governed by and interpreted under the law of India or difference arising out of or in relation to the negotiation, would be settled through arbitration under the Arbitration Act, 1996 time being in force, by appointing sole arbitrator shall be New Delhi. The language of the Agreement to be used in the Arbitration. Any dispute or difference arising out of or in connection with the Agreement regarding its existence, validity or termination or performance or which cannot be settled amicably within sixty (60) days of the date of the dispute, the other Party of such dispute, shall be resolved by arbitration. The parties shall choose a retired judge of High Court of India as the Arbitration Center, High Court of Delhi with mutual consent. The fee of the arbitrator shall be shared equally by the parties. The cost of arbitration shall be borne by the parties in their own. This NDA shall be governed, construed and interpreted under the law of India. The Arbitration Center shall alone have exclusive jurisdiction over any dispute arising out of or in connection with this NDA.

10. Miscellaneous



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(g) This Agreement constitutes the entire understanding prior or contemporaneous understandings and agreements between the parties, with respect to the subject matter hereof. Any amendment signed by the party against whom enforcement is sought shall be enforceable.

(h) Any failure by a Discloser to enforce the Recipient's Agreement will not constitute a waiver of its right to enforce the provision of this Agreement.

(i) Although the restrictions contained in this Agreement shall be for the purpose of protecting the Confidential Information, the competent jurisdiction/arbitral tribunal to be unenforceable or interpreted to include as much of its nature and content as modified, rewritten or interpreted to be enforceable. The remainder of the Agreement will be enforced as if such restrictions remained.

(j) Any notices or communications required or permitted to be sent by hand, deposited with a nationally recognized overnight carrier, return receipt requested, postage prepaid, in the address indicated above (or such other addressee as may be specified in paragraph). All such notices or communications shall be deemed delivered in the case of personal delivery or electronic-mail, and in the case of delivery by a nationally recognized overnight carrier, the date of delivery.

(k) Parties shall not directly or indirectly assign, subcontract or otherwise transfer their obligations contained in this Agreement shall extend to the Agreement and their respective assigns and successors.

(l) Paragraph headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

For Recipient: _____

<<<Mr. _____, designation (_____)>>>

For Discloser: _____

<<<Mr. _____, designation (_____)>>>

IN WITNESS WHEREOF, the parties hereto have executed and written.

Witness 1: _____

Witness 2: _____



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Annexure - 3

Declaration for treatment of cases regarding

The bidder notes that a conflict of interest would arise out of the resultant contract, in case of any of the following:

- a) If its personnel have a close personal, financial or professional relationship with BHEL who are directly or indirectly related to the contract, which can affect the decision of BHEL or its personnel.
- b) The bidder (or his allied firm) provided services during the Tender process in which it is participating.
- c) Procurement of goods directly from the manufacturer. If the OEM/Principal insists on engaging the service, the bidder can represent more than one manufacturer/ supplier if the OEM/Principal could bid on behalf of the manufacturer/ supplier. However, only one bid but not both. In case bids are received from both the bidder and the distributor received from the agent shall be ignored. However, the distributor (with/ or without the OEM) from quoted list of Equipment Manufacturer (OEM) in procurements under the tender.
- d) A bidder participates in more than one bid in the same tender. However, a Bidder (including the participation of a Bidder or his allied firm) in another bid or vice-versa) in more than one bid in the same tender which he is a party. However, this does not limit the bidder to participate in more than one bid if he is not bidding independently.

The Bidder declares that they have read and understood the conditions of the tender and such conflict of interest does not exist and under no circumstances has entered into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications and conditions of sale. Submission of bids or any other actions to restrict or manipulate the bidding process.

In case, the Bidder is found having indulged in any of the above mentioned violation of the tender conditions, and suitable action will be taken as per policies/ guidelines.

(Signature of the authorized person)

CHECK LIST

NOTE: - Suppliers are required to fill in the following 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: Mobile No: Email ID:
D	EMD DET	No Appl
E	DESCRIPTION	APPLICABLE / YES / NO
i.	Whether Pre - Qualification criteria understood and supported in	Applicable / YES / NO
ii.	Annexure item details	Applicable / YES / NO
iii.	Annexure - QP (to supply)	Applicable / YES / NO
iv.	Whether all pages of the tender documents including appendices etc are	Applicable / YES / NO
v.	Copy of PAN Card & GST registration	Applicable / YES / NO
vi.	Submission of MSME certificate as specified	Applicable / YES / NO
vii.	Offer forwarding submission letter-2	Applicable / YES / NO
viii.	Submission of Certificate of Deviation a-3	Applicable / YES / NO
ix.	Declaration regarding Insolvency / Liquidation / Bankruptcy per An-4	Applicable / YES / NO

BY
is

as

x .	Declaration by Authorised person Annex-1	Applicable / YES / NO	Signatory as
x i	Declaration by Authorised person regarding Authentic Documents -6	Applicable / YES / NO	Signatory as
x i i	Non-Disclosure certificate -7	Applicable / YES / NO	Annexure
x i i i	Submission of Intentional Tender -8	Applicable / YES / NO	Not specified
x i v	Non-Disclosure agreement -9	Applicable / YES / NO	Annexure
x v	Declaration regarding areas of Activity -1	Applicable / YES / NO	Not specified
x v i	Declaration for registration of Mobile -1	Applicable / YES / NO	Not specified
x v i i	Declaration regarding compliance with revised Annex-1	Applicable / YES / NO	Not specified
x v i i i	Declaration regarding compliance with restrictions under 2017 as p-1	Applicable / YES / NO	Not specified
x i x	Bank Account Details Annex-1	Applicable / YES / NO	Not specified
x x	Power of Attorney for tender as -1	Applicable / YES / NO	Not specified
x x i	Proforma of Bank Money as p-1	Applicable / YES / NO	Not specified
x x i i	Bank Guarantee for Annex-17	Applicable / YES / NO	Not specified
x x i i i	List of Consortia Annex-1	Applicable / YES / NO	Not specified
x x i v	Declaration for regarding c	Applicable / YES / NO	Not specified

NOTE: Strike off 'YES' or 'NO', as applicable applicable documents are liable to be summarily r

DATE :

Sign. of the AUTHORISED
(With Name, Designation a

OFFER FORWARDING LETTER / TENDER SUBMISSION

(To be typed and submitted in the Letter Head)

Offer Reference No:

To ,
Manager / PPX - T
3rd Floor, Main Admin building HEEP Haridwar - 2494
Uttarakhand. Phone: 01334 - 281183
Email: pal@bhelindia@bhel.in

Dear Sir ,

Sub: Submission of Offer against GeM enquiry no:

Having examined the tender No. dt. and having understood said tender documents and having thoroughly studied tendered for, in connection with, we hereby submit offer for the proposed work in accordance with terms at the prices quoted by us and as per the indicated

Should our Offer be accepted by BHEL for Award, I/We agree to execute the work as provided for in the Tender Conditions with

I/We further agree to execute all the works referred to in the conditions contained or referred to therein and a

I/We have deposited herewith the requisite Earnest Money Check List.

Authorized Representative
Signature :
Name :
Address :

Place :
Date :

CERTIFICATE OF NO DEVIATION
(To be Typed & submitted in the Letter Head)

To ,

To ,

Manager / PPX - T

3rd Floor, Main Admin building HEEP Haridwar - 2494

Uttarakhand. Phone: 01334 - 281183

Email: pal@bhelindia@bhel.in

Dear Sir ,

Subject: No Deviation Certificate

Ref :

1) Enquiry No:.....

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/ downloaded from the website/ issued by BHEL and treated as null and void.

We also hereby confirm that we have neither set a deviation from the Tender conditions together with

We further confirm our unqualified acceptance to Tender Conditions.

We confirm to have submitted offer in accordance
Thanking you ,

Yours faithfully

(Signature, date & seal of author)

Date :

Place :

UNDERTAKING
(To be typed and submitted in the Letter Head)

To ,

To ,

Manager / PPX - T

3rd Floor, Main Admin building HEEP Haridwar - 2494

Uttarakhand. Phone: 01334-281183

Email: pal@bhelindia@bhel.in

Dear Sir / Madam,

Sub: DECLARATION REGARDING INSOLVENCY / LIQUIDATION
PROCEEDINGS

Ref: Enquiry No:

I/We, declare that, I/We am/are not under insolvency
Proceedings (IBC) as on date, by NCLT or any adjudicator
ineligible for participation in this tender.

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BID
(To be typed and submitted in the Letter Head)

To ,

To ,

Manager / PPX - T

3rd Floor, Main Admin building HEEP Haridwar - 2494

Uttarakhand. Phone: 01334 - 281183

Email: sulpal@bhelindia@bhel.in

Dear Sir ,

Sub: Declaration by Authorized Signatory

Ref :

1) Enquiry No:.....

2) All other pertinent issues till date

I/We, hereby certify that all the information and Specification are true and complete to the best of our knowledge, conditions, stipulations and all other pertinent and Intent of the specification.

I further certify that I am authorized to represent tender and a valid Power of Attorney to this effect.

Yours faithfully

(Signature, Date & Seal)
Signatory of the Bid

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BID
(To be typed and submitted in the Letter Head)

To ,

To ,

Manager / PPX - T

3rd Floor, Main Admin building HEEP Haridwar - 2494

Uttarakhand. Phone: 01334-281183

Email: pal@bhelindia@bhel.in

Dear Sir ,

Sub : Declaration by Authorized Signatory re

Ref :

1) Enquiry No.

2) All other pertinent issues till date

I / We, hereby certify that all the documents submitted in accordance with the "Bidding Requirements" are true copies of the original and the bid and shall produce the original of same as

I / We hereby further confirm that no tampering or falsification as bidder. I / We understand that a contract (if awarded) if it is found that fake / false documents were submitted, it would lead to summarily reject the bid and liberty to initiate other appropriate actions as per the policy of Bharat Heavy Electricals Limited.

Yours faithfully

(Signature, Date & Seal)
Signatory of the

Date :

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the

I/We understand that BHEL is committed to Information Security Policy.

Hence ,

.....
who are submitting offer for providing services to
..... hereby

undertake to comply with the following in line with

To maintain confidentiality of documents & information
the Contract.

The documents & information shall not be revealed
the business interest of BHEL (Signature, date &

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Snipping Tool

Section 10 - Other Provisions

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

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

For & On behalf of the Principal
(Office Seal)

Place BHEL, HEER, HARIDWAR
Date _____

Witness: _____
(Name & Address) TUJIN KANTI DEY
BHEL, HEER, HARIDWAR

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

Witness: _____
(Name & Address) _____

NON DISCLOSURE AGREEMENT

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

By and Between

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

And

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

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

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts 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:

Annexure-NDA

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

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(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

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- 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 or 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

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(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

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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

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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.

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

18. Notices

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

Notice if to:

BHEL, then to,

Phone :

Annexure-NDA

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

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

DECLARATION

Date :

To ,

To ,

Manager / PPX - T

3rd Floor, Main Admin building HEEP Haridwar - 2494

Uttarakhand. Phone: 01334 - 281183

Email: sul:pal@bhelindia@bhel.in

Dear Sir / Madam,

Sub: Details of related firms and their area of

Please find below details of firms owned by our
same item with BHEL, (NA, if not applicable)

1	Material Catego	
	Name o	
	Address	
	Nature c	
	Name of Fal	
	Relat	
2	Material Catego	
	Name o	
	Address	
	Nature c	
	Name of Fal	
	Relat	
3		

Note: I certify that the above information is t
the above information furnished is found to be fa

Regards, ()

From: M/s

Supplier Code :

Address :

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of Bidder is liable to be summarily rejected)

To ,
To ,
Manager / PPX - T
3rd Floor, Main Admin building HEEP Haridwar - 2494
Uttarakhand. Phone: 01334 - 281183
Email: sulpal@bhelindia@bhel.in

Dear Sir ,

Sub: Declaration for relation in BHEL

Ref :

1) Enquiry No :

I/We hereby submit the following information per Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of company employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of company BHEL and their particulars are as below:

i .

ii .

(Signature, Date & Seal)
Signatory of the

Note :

1. Attach separate sheet, if necessary.

2. If BHEL Management comes to know at a later date that the information given is false, BHEL reserves the right to take suitable action.

ANNEXURE – 12

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN L
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),
JULY, 2024 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of

To ,
Manager / PPX - T
3rd Floor, Main Admin building HEEP Haridwar - 2494
Uttarakhand. Phone: 01334 - 281183
Email: sul:pal@bhelindia@bhel.in

Dear Sir ,
Sub: Declaration reg. minimum local content in li
Order 2017 - Revision, dated 04th June, 2020 and su

Ref :

- 1) Enq.u.i.r.y....No.:.....
- 2) All other pertinent issues till date

We hereby certify that the items / works / services o
(supplier hansa mae) local content of% and this meets
'local supplier' / 'Class II local supplier' *
India), Order 2017 - Revision dated 19.07.2024 issu
The details of the location(s) at
follows :

- | | | | |
|-----|---|-----|---|
| 1 . | — | 2 . | — |
| 3 . | — | 4 . | — |

Thanking you, Yours faithfully,

(Signature, Date
Authorized Signatory

* * - Strike out whichever is not applicable.

Note :

1. Bidders to note that above format, duly filled along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess declaration shall necessarily be the statutory companies) or a practicing cost accountant o suppliers other than companies).
3. In the event of false declaration, actions as be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS
OF GFR 2017

(To be typed and submitted in the Letter Head of

To ,
Manager / PPX - T
3rd Floor, Main Admin building HEEP Haridwar - 2494
Uttarakhand. Phone: 01334 - 281183
Email: pal@bhelindia@bhel.in

Dear Sir ,

Sub: Declaration regarding compliance to Restrict

Ref :

- 1) Enquiry...No.:.....
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on
border with India. I certify that
OF THE ORGANIZATION HERE), is not from such a cou
Authority (attach valid registration by the Com
constituted by the Dept. for Promotion of Industr

I hereby certify that we fulfil all requirements

Thanking you ,
Yours faithfully ,

(Signature, Date
Authorized Signatory

Note: Bidders to note that in case above certifi
be false, then this would be a ground for immedia
with law and as per BHEL guidelines.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company / Firm
BY THE BANK to enable BHEL release payments throu

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

NOTE: In case Bank endorsed certificate regarding
photocopy of the same

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby
Mr .

....., whose signature given below
Attorney of M/s..... hereinafter called
Tender/entering into Contract and inter alia, sign
behalf of Company with M/s Bharat Heavy Electric
connection withv.i.d.e

And the Company do hereby agree to ratify and confirm
lawfully done by the said attorney and by or on behalf
virtue of the powers conferred herein and the same shall have
force and effect.

IN WITNESS WHEREOF, the common seal of the company
hereinafter appearing on the document.

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

Director / CMD / Partner / Proprietor

Signature of Mr.

Attested by: Director / CMD

Witness

Notary Public

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate size)

Bank Guarantee No..... Date.....

To
(Employer's Name and Address)
.....

Dear Sirs,
In accordance with the terms and conditions of
No.....¹(Tender Conditions), M/s.
having its registered office ²at (h.e.r.e.i.n.a.f.t.e.r.....r.e.f.e.
'Tenderer'), is submitting ³its bid of ⁴Rs. (in words) to the
Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall
Money Deposit in the form therein mentioned. The
Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the afore
Bank Guarantee against Earnest Money Deposit for
..... is re
participation in the said Tender and the Tenderer

we, the
.....
..... (hereinafter referred to as
under this Guarantee, hereby irrevocably and unco
to the Employer without any demur, merely on
Rs.....⁵ (in words) Rupees.....
protest, and recourse and without the beneficiary
demand.

Any such demand made on the Bank shall be conclus
Bank under this guarantee. However, our liability
exceeding Rs.

We undertake to pay to the Employer any money so
raised by the Vendor/Contractor/Vendors in any su
Arbitrator or any other authority, our liability

The payment so made by us under this Guarantee sh
hereunder and the Tenderer shall have no claim ag

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period ensured that the same is in line with the agreement.

2. The BG should be on Non-Judicial Stamp paper prevailing in the State(s) where the BG is submitted where the BG was executed, whichever is higher. The name of Contractor/sub-contractor /vendor/ Bank.

3. In line with the GCC, SCC or contractual terms BG Formats. If required, such modifications may Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign
a. From Nationalized/Public Sector / Private Sector be accepted subject to the condition that the Bank nearest branch where the Unit is located i.e., Domestic or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract issued by any of the Consortium Banks only will be make necessary arrangements for issuance of Counter Bank's (BHEL's Consortium Bank) branch in India. Guarantee/ counter- Guarantee should be borne by clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG a BG is to be issued by SBI Frankfurt), the same required to be followed.

b.3 The BG issued may preferably be subject to Unamended from time to time). The BG Format provided

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

Bank Guarantee No :

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs ,

In consideration of Bharat Heavy Electricals Lim
expression shall unless repugnant to the context
assigns) incorporated under the Companies
at.....¹ through its Unit at..... (na
awarded to (Name of the Vendor / Contractor
at.....² hereinafter referred to as the ' Ve
expression shall unless repugnant to the context
assigns), a contract Ref No.....³ valued at ⁴ (Rs.
- - - - -) / FC..... (⁵ In (worred is n. a. f. t. e
called the 'Contract') and the Vendor / Contrac
Performance Bank Guarantee, equivalent to% (...
Employer for the faithful performance of the Cont

We,, (hereinafter referred to as the Bank
and inter alia a branch at being the Guaran
unconditionally undertake to forthwith and immed
maximum amount of ⁶ (Rs.
on first demand from the Employer and without an
Employer needing to prove or demonstrate reasons

Any such demand made on the Bank shall be conclu
Bank under this guarantee. However, our liability
exceeding Rs.

We undertake to pay to the Employer any money so
raised by the Vendor / Contractor / Supplier in an
Arbitrator or any other authority, our liability

The payment so made by us under this Guarantee sh
thereunder and the Vendor / Contractor / Supplier

We thebank further agree that the guaran
and effect during the period that would be taken

completion of the performance guarantee period as to be enforceable till all the dues of the Employer paid and its claims satisfied or discharged.

We BANK further agree with the Employer that without our consent and without affecting in any manner the rights and conditions of the said Contract or to extend the liability of Supplier from time to time or to postpone for any time or to postpone by the Employer against the said Vendor / Contractor and conditions relating to the said Contract and such variation, or extension being granted to the said Vendor / Supplier or for any forbearance, act or omission of the Employer to the said Vendor / Contractor / Supplier or the law relating to sureties would but for this paragraph.

The Bank also agrees that the Employer at its option may treat the Bank as a principal debtor, in the first instance, in respect of the Vendor / Contractor / Supplier and notwithstanding any security or other interest of the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force ⁷and 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 the liquidation, constitution or insolvency of the Vendor / Contractor and shall be binding and operative until payment of all monies due by the Vendor / Contractor to the Employer.

Unless a demand or claim under this guarantee is made within ⁸..... we shall be discharged from all liabilities under this guarantee.

We, BANK lastly undertake not to revoke the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained herein:

a. The liability of the Bank under ⁶this Guarantee shall not be limited by the amount of the guarantee.

b. This Guarantee shall ⁷be valid up to

c. Unless the Bank is served a written notice ⁸within the period of validity of the guarantee shall be forfeited and the Bank shall be discharged from its liability under the guarantee irrespective of whether or not the original guarantee has been returned to the Employer.

We, Bank, have power to issue this Guarantee and a duly authorized person has full powers to sign the same.

For and on behalf of the Bank
(Name of the Bank)

Dated

Place of Issue

- 1 NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy
- 2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUP
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFER
- 4 CONTRACT VALUE
- 5 PROJECT/SUPPLY DETAILS
- 6 BG AMOUNT IN FIGURES AND WORDS
- 7 VALIDITY DATE
- 8 DATE OF EXPIRY OF CLAIM PERIOD

Note :

1. Units are advised that expiry of claim period ensured that the same is in line with the agreement.

2. The BG should be on Non-Judicial Stamp paper prevailing in the State(s) where the BG is submitted where the BG was executed, whichever is higher. The name of Vendor/Contractor/Supplier /Bank issuing

3. In line with the GCC, SCC or contractual terms BG Formats. If required, such modifications may Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign a. From Nationalized/Public Sector / Private S be accepted subject to the condition that the Bank nearest branch where the Unit is located i.e. Demand or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract issued by any of the Consortium Banks only will be make necessary arrangements for issuance of Counter Bank's (BHEL's Consortium Bank) branch in India. Guarantee/ counter- Guarantee should be borne by clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG a BG is to be issued by SBI Frankfurt), the same required to be followed.

b.3 The BG issued may preferably be subject to Unamended from time to time). The BG Format provided

LIST OF CONSORTIUM BANK

S I .	N A M E O F T H
1	S t a t e B a
2	C a n a r
3	I D B I B a n
4	I C I C I B a
5	H D F C B a n l
6	A x i s
7	I n d u s I n d I
8	B a n k o
9	E x i m
1	I n d i a
1	P u n j a b B a
1	U n i o n B a
1	Y e s B a n l
1	R B L B a
1	S t a n d a r d C
1	I n d i a n O v
1	K o t a k M a h i n d
1	F e d e r a l B
1	H o n g k o n g a n d S h a n g h a

Declaration for treatment of cases (To be typed and submitted in the Letter Head)

To ,
 Manager / PPX - T
 3rd Floor, Main Admin building HEEP Haridwar - 2494
 Uttarakhand. Phone: [01834128118](tel:01834128118), Email: su-01834128118@bhel.in

Dear Sir,
 Sub : Declaration for treatment of cases rega

ReTender Reference No :

The bidder notes that a conflict of interest would execution of the resultant contract, in case of a

- a) If its personnel have a close personal, financial or business relationship with any person or entity who are directly or indirectly related to the contract, which can affect the decision of BHEL
- b) The bidder (or his allied firm) provided services during the execution of the Tender process in which it is participating
- c) Procurement of goods directly from the manufacturer/ OEM/Principal insists on engaging the services of the manufacturer/ supplier who is not a bidder. In such cases, the bidder could bid on behalf of the manufacturer/ supplier but not both. In case bids are received from both, the bid received from the agent shall be ignored. However, the bid received from the distributor (with/ or without the OEM) from quality Equipment Manufacturer (OEM) in procurements under the tender shall be considered.
- d) A bidder participates in more than one bid in the same tender. A Bidder (including the participation of a Bidder in another bid or vice-versa) in more than one bid in the same tender, which he is a party. However, this does not limit the bidder to participate in more than one bid if he is not bidding independently.

The Bidder declares that they have read and understood the conditions of the tender and that such conflict of interest does not exist and there is no undisclosed agreement or understanding, whether written or oral, in regard to the submission or non-submission of bids or any other form of cartelization in the bidding process. In case, the bidder is found to be in violation of the same, the same will be considered as a violation of the tender conditions by BHEL as per extant policies/ guidelines.

(Signature of the authorized)

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 Annexure----- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure ----- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----with effect from the date as intimated by BHEL to it.

- *Lawyer*