

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: +91 1334 285120

Sub: Procurement of INNER RING LP 2L with PARTY Material as per Drawing

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

Bids are invited for following items through GeM Portal- <https://gem.gov.in>

SLNO	DRG	DESCRIPTION	LOT-QTY	UNIT	DELIVERY
1	2111225831000	INNER RING LP 2L	24	Nos.	45 days from PO Date

Fab. Weight= 216 kg. /pc.

Total Fab. Weight= 216 X24 =5184 kg.

Remarks-

1. Scope of Work: - PRE-FAB. M/C & FAB. ONLY
2. Delivery period mentioned in enquiry is indicative, bidders to quote their best possible delivery schedule.
3. Payment terms shall be as follows:

The payment shall be made within no. of days as defined in the below table from appointed day

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Appointed day means

- The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.
- Or
- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.
 - For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).

Note: Benefits of MSE (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 themselves

4. Breach of Contract

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value shall be made in case of breach of contract.

5. Rest terms and conditions shall be as per latest GeM GTC and buyer added bid ATC document.
6. Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.

If a re-visit of BHEL appointed TPIA is required at vendor's works due to:

- (a) Complete material not being offered during inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to offered quantity mentioned in raised 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)

Additional visit charges to be paid by BHEL to TPIAs shall be deducted from supplier's bills as penalty.

7. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
8. The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.
9. **For goods / works / services on Indian Suppliers / Contractors:** Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/> , prior to despatch/raising invoice. All documents as per contract 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 the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist.

The Invoice will not be accepted in absence of the above.

10. Declaration by bidder regarding Conflict of interest

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

11. Item is to be supplied as per NIT document and specification only.

12.SPECIAL REMARKS: -

- a. Use technological supports (in scope of vendor only) during assembly, welding and transit in order to avoid distortions and to meet drawing requirement.
- b. Technical requirements (TR) is mandatory for all part items and the assembly & welding process as outlined in drawings must be strictly followed and no deviation allowed.
- c. S. R. is in scope of BHEL.
- d. Cleaning and NDT after S.R. (at BHEL works) is in scope of vendor.
- e. Dimensions as per drawing is to be strictly adhered to.
- f. Inspection by BHEL/ BHEL nominated inspection agency as per drawing/Standard and quality plan requirements
- g. All party material to be procured from BHEL, Haridwar approved sources only.
- h. Sub-contractor to provide a summary sheet of documents/TCs provided for correlation.
- i. Sub-contractor to mention relevant QP clauses on all TCs/ reports for every lot.
- j. Quality plan no. QP/QA/ST/Fabrication/01 Rev 00 dated 10.12.2024 is attached, which is to be followed.
- k. Sub-contractor to submit completely filled log sheets wherever applicable.

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

PQR

Pre-Qualification Requirement/Technical Requirement

- i. Remarks column to be filled**
- ii. This Document to be stamped and signed.**

PQR for Inner Ring- 21112258310

Sl. No.	Technical Requirement	Required	Offered (Vendor to fill the details)	Remarks
01.00	<p>Experience Required:</p> <p>Vendors should have experience of fabricating (cutting/bending/assembly/welding/pre-fabrication machining) and supplying of at least 1 No. of similar fabricated components weighing 100 kg or above in the last 10 years from the date of enquiry.</p>	Vendor to agree and submit documents as per Clause 03.00 or 04.00		
02.00	<p>Job details:</p> <p>i) Dimensions of job- L= 1.8 m, W= 1.8 m, H= 0.14 m ii) Weight- approx. 200 kg iii) Material Grade is Mild Steel</p> <p>Compliance of following in-house facilities in-line with job requirements:</p>	Vendor to note		
02.01	Lifting facility at vendor works should be EOT crane with capacity 200 kg or above.	Vendor to agree & submit suitable documents/ evidence—		
02.02	Vendor must have levelled bed size to check the job on layout and rectify the job, having dimensions: L= 1.8 metres & W= 1.8 metres (Note: Concrete floor is not acceptable)	Manufacturing Facility list with capacity details, technical specifications, technical brochure, photograph etc. of the facilities.		
02.03	Vendor must have Gas Cutting facility for plate thickness 50 mm or above.			
02.04	Rolling facility to bend plates of thickness 36 mm at width 140 mm			
02.05	Welding shall be carried out by qualified WPS (Welding Procedure Specification)/ PQR (Procedure Qualification Record)/qualified welders with qualified WPQ (Welder Performance Qualification) as per ASME section-IX duly approved by third party (preferably by M/S Lloyds, M/S RITES, M/S TUV, M/S NTPC, M/S BVQI, M/S EIL, M/S NPCIL).	Vendor to agree and submit the copy of Third party approved WPS/PQR & WPQ		

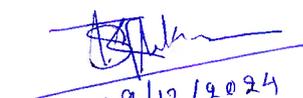
Tanzeem W.
09/12/24

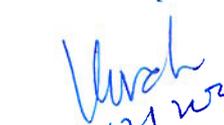
[Signature]
09/12/2024

Uwehi
9/12/2024

03.00	Vendor to furnish certificate against clause 01.00 from the customer / company or end user duly confirming that fabricated job was supplied and used for Generator/power plant/capital goods/infrastructure application OR vendor to submit documentary evidence as per clause 04.00	Vendor to agree & submit suitable documents		
04.00	Against Clause 01.00 Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of manufacturing facility used for fabrication (assembly/welding/pre-fabrication machining), supply documents, payment details (invoice copy) and inspection documents of supplied fabricated job.	Vendor to agree & submit suitable documents		
05.00	PQR and all the relevant documents (every page) are to be signed and stamped in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to agree & submit suitable documents		
06.00	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		
NOTE: PQR IS NOT RESTRICTIVE				

Tanzeem W.
9/12/24
TANZEEM WAHAB
(ENGG., FT)


09/12/2024
Sushant Kr. Thakur
(Manager, FT)


11/12/24
VIVEK SRIVASTAVA
DGM (BL-2/FT)

QUALITY PLAN
(To be stamped and signed)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN						APPLICABILITIES TO			
BHEL Haridwar accepted sub contractors	ITEM/EQUIPMEN	As per indent						Q.P. NO	QP/QA/ST/Fabrication/01	PROJECT	As per indent
	W.O. NO.	As per indent						DATE	10.12.2024		
								REV. NO.	01	CONTRACTOR	BHEL (HEEP) HWR
								PAGE NO.	Page 1 of 2	Indent	As per indent

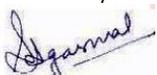
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	AGENCY				REMARK
									D	M	B	C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.1	Material Receiving Inspection at sub-contractor's work (in case of BHEL material)	Verification of identification of material	Major	Visual inspection	100 %	As per Drg./ Standard	As per Drg./ Standard	PPMIV/ Q.no.	✓	P	V	-	Material will be supplied by BHEL. Transfer of identification to be ensured.
		Verification of dimensions and visual Inspection	Major	Measurement	100 %	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	-	P	-	-	
1.2	Material Receiving Inspection (in case of party material)	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ standard	As per drg./ Standard	SMIV/ Q.No./ TC	✓	P	V	-	All party material to be procured from BHEL, Haridwar approved sources with following conditions -In all the cases a mill test certificate correlateable with the component for verification of conformance of the material as per the requirement is essential.
1.3	Material Receiving Inspection (in case of combined material)	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	TC	✓	P	V	-	(a) For BHEL material, transfer of identification to be ensured (b)All party material to be procured with following conditions - In all the cases a mill test certificate correlateable with the component for verification of conformance of the material as per the requirement is essential.
2.0	INPROCESS-INSPECTION												
2.1	WPS, PQR & WPQ Qualification, wherever applicable	Scrutinizing	Major	Record check	100%	ASME SEC IX	ASME SEC IX	Test Report	✓	P	V	-	WPS/PQR/WPQ witnessed by third party shall be submitted to BHEL for approval.

Manufacturer/Su bcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use		
		Worked by:  Deepika Singh, (QAX)	Reviewed by:  Sugandh Agarwal, (QAX)	Approved by:  Sunil Panday, (QAX)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN						APPLICABILITIES TO					
BHEL Haridwar accepted sub contractors		ITEM/EQUIPMEN	As per indent					Q.P. NO	QP/QA/ST/Fabrication/01			PROJECT	As per indent
								DATE	10.12.2024				
		W.O. NO.	As per indent					REV. NO.	01			CONTRACTOR	BHEL (HEEP) HWR
								PAGE NO.	Page 2 of 2			Indent	As per indent

2.2	Welding Operation, wherever applicable	i) Visual inspection of welds	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Obs. sheet	✓	P	V	-	1) Welding electrode shall be used as per BHEL specification. 2) Welders qualification by third party shall be submitted to BHEL for approval.
2.3		ii) NDT of welds.	Major	NDT	As per drg.	As per drg./ Standard	As per drg./ Standard	Report	✓	P	V/W	-	1) NDT shall be carried out by ASNT/ISNT Level I/II Qualified Operators 2) V in case of RT' W in case of UT/DPT. 3) NDT consumables shall be used as per BHEL specification.
3.0	FINAL-INSPECTION												
3.1	Dimensions	Visual & dimensional check of assembly	Major	Visual & measurement	100%	As per drg./ Standard	As per drg./ Standard	Obs. Sheet / log sheet	✓	P	W / V	-	1. W: Random witness by BHEL V for rest. 2. Dimensions, which are not covered in logsheet (if applicable) shall be recorded in observation sheet.
3.2		Coating/ conservation (as applicable)	Major	Visual & measurement	As per drg.	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	V	-	
3.3		Completeness of Job, Documentation	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Record	✓	P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL/ BHEL nominated agency after duly identifying by P.O.No., drg no. Plant Order No. and I.R.No

1. All requirements of P.O., standard and drawing shall be fulfilled.
2. Preservation of machined surfaces to be done with grease or oil (as per indent).
3. BHEL reserves the right for conducting repeat test, if required.

Manufacturer/Su contractor	Legends: P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use		
		Worked by:  Deepika Singh, (QAX)	Reviewed by:  Sugandh Agarwal, (QAX)	Approved by:  Sunil Panday, (QAX)

Specification/BOM
(to be referred/followed)

INNER RING LP 2L

DRG. 211225831000



BILL OF MATERIAL

Printed
On:05.02.2026

BOM No: 21112258310 Var: 00 Revno: 2 Rev Date: 02.09.2024
Description: INNER RING LP 2L (TS)- WELDING Tot wt: 180.0

Printed By:

Item No	Drawingno	Var	Mvar	Mat Code	Mat Spec	Weight
Qty(Total)	Description				Assy. Remarks	
Typ	Cat	Zone	Var/Matl. Description		GRP	Fab Wt
0			21112258310 00			180.0
1(1)			INNER RING LP 2L (TS)- WELDING			
MF	DR				N	
1			31112258311 00	AA1011819180	AA10119	98.8
2(2)			HALF RING			
MF	DR					
2			41112258312 00 00	AA1011819210	AA10119	1.7
4(4)			CLAMP			
MF	DR					

BOM - 21112258310 00

ENGG

	Initial	Date
Worked By	sterkm	20.10.2011
Checked By	stesun	20.10.2011
Approved By	stetkg	01.02.2012

(Make In India)
(to be filled stamped and signed)

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

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

To,

(BHEL HEEP Haridwar)

Dear Sir,

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

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

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

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

Note:

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

BHEL approved Raw Material Vendors

For mat codes AA1011819180 & AA1011819210 BHEL approved vendors are:

SL024 S 02851- SHAH BROTHERS ISPAT PVT. LTD.
SL024 M 08166- STEEL AUTHORITY OF INDIA LTD
SL024 M 14248- JINDAL STEEL LIMITED
SL024 M 18250- ARCELORMITTAL NIPPON STEEL
SL024 M 41575- WELSPUN CORP LTD
SL024 M 70089- SUNLION PIPING ENGINEERING CO.
SL024 M 72167- SALZGITTER MANNESMANN INTERNAT
SL024 M 77007- DILLINGER INTERNATIONAL
SL024 M 78021- NLMK PLATES SALES SA
SL024 S 90016- BURWILL RESOURCES LTD.
SL024 S 91021- DAEWOO INTERNATIONAL CORPORATI
SL024 M 96026- SIJ ACRONI D.O.O.

* Vendor's who are interested to participate in this tender are required to submit, filled signed copy of NDA (Non-Disclosure Agreement form, attached) through email to jitkumar@bhel.in (saurabhy@bhel.in). Drawings will be shared only after submitting filled signed copy of NDA through email.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry
(GISTC)**

For Indian Bidders (Version Sep-2025, Rev: 10)

Annexure-1

ONE SIDED

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this “**Agreement**”) entered into on this day of June, 20.. (the “**Effective Date**”) By and Between **Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India)**, a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "**BHEL**" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as “**BHEL**”),

And

ABC, a Company incorporated under the laws of 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, THERFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE: Purpose to ne mentioned here.

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

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

4. Confidential Information

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry
(GISTC)**

For Indian Bidders (Version Sep-2025, Rev: 10)

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

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

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

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

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

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

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

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

5. Disclosure

In consideration of the disclosure of Confidential Information, 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.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry
(GISTC)**

For Indian Bidders (Version Sep-2025, Rev: 10)

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

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

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.
- (e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry
(GISTC)**

For Indian Bidders (Version Sep-2025, Rev: 10)

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

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version Sep-2025, Rev: 10)

storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

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

14. Survival

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

15. Governing Law & Dispute Resolution

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

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

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

16. No Publication

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

17. Miscellaneous



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry
(GISTC)**

For Indian Bidders (Version Sep-2025, Rev: 10)

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

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

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

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

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

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

18. Notices

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

Notice if to:

BHEL, then to,

Phone : Fax :

E-mail :



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version Sep-2025, Rev: 10)

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:	Signature:
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Name:	Name:
Designation:	Designation:



**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120**

Annexure - B

NON-DISCLOSURE CERTIFICATE

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

I/We understand that BHEL Haridwar is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

.....
who are submitting offer for providing services to BHEL against NIC Bid

No..... hereby undertake to comply with the following in line with Information Security Policy of.

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date: