

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)



[BOILER AUXILIARIES PLANT-RANIPET, TAMILNADU]

(Purchase Department)

Item – RADIAL SHAFT SEAL

Tender Document Structure

Following documents are part of the 'Tender Documents'

1. Introduction
2. Format for Bidder's detail and their acknowledgement
3. Instructions to Bidder
4. Scope of Supply -Technical Specification and Standard Quality Plan (TDC & SQP)
5. Pre-Qualification Requirement
6. Annexures/ Attachments/Formats/Forms
7. ATC – Additional Terms & Condition (Commercial Terms & Conditions)

Issued By: Purchase Department, BHEL

(Sign & Seal of Supplier)

Introduction –

This tender is invited for procurement of goods in accordance with the scope of supply, technical specifications, drawings, and quality requirements detailed in the tender documents. Bidders are advised to refer to the complete tender documents for detailed requirements, terms, and conditions.

The tender shall be processed through a structured evaluation methodology. Bids will be evaluated in stages, and only those bidders meeting the prescribed technical, quality, and qualification requirements shall be considered for further evaluation.

Bidders are advised to carefully examine all tender documents and ensure full understanding of the requirements prior to submission of their offer. Any clarifications required shall be sought through the designated platform within the stipulated time.

Prices quoted shall be firm and final. No revision in quoted prices shall be permitted after submission, under any circumstances.

During evaluation, bidders may be asked to submit additional clarifications or documents within a specified time frame. Failure to comply within the stipulated period may result in rejection of the bid.

Bidders shall ensure:

- Compliance with all technical specifications, drawings, and quality requirements
- Submission of requisite documents in support of Pre-qualification criteria, including past experience, as specified
- Acceptance of all tender terms and conditions; any deviations shall be clearly indicated in the prescribed format, as applicable
- Adequate capability and resources to execute the scope of supply

BHEL reserves the right to verify the credentials and capabilities of the bidder at any stage. BHEL also reserves the right to accept or reject any or all bids, wholly or partially, without assigning any reason.

Issued By: Purchase Department, BHEL

(Sign & Seal of Supplier)

BIDDER'S DETAIL, ADDRESS & CONTACT DETAILS

Declaration for Correctness of Address and Contact Details		
I. Name of the firm (Bidder)		
II. Nature of Activity	Manufacturing	
III. MSME Status (Tick if applicable) (on the date of signing this document)	Micro/Small/Medium	
IV. GST NO.		
V. Address (From where GST invoice will be raised)		
VI. Contact details	<u>Contact person 1 Name:</u> Office Phone: Mobile: e-mail: <u>Contact person 2 Name:</u> Office Phone: Mobile: e-mail:	
We confirm that the above details shall be used by BHEL for all official communications related to this tender, including technical queries, order placement, inspection coordination, and other contractual matters.		Sign & Seal

(Sign & Seal of Supplier)

Bidder's Acknowledgement

Subject: Bidder's acknowledgement for special conditions

Bidders claiming compliance with the stipulated Pre-Qualifying Requirement PQR – (If Applicable) shall ensure that all submitted documents and declarations are authentic, accurate, and truly reflect their supply capabilities.

BHEL reserves the right to carry out pre-award verification, including inspection/audit of the bidder's works/ manufacturing facilities, either directly or through its authorized representatives, at any stage prior to placement of order/after the placement of order.

In case it is observed during such verification that:

- The bidder does not possess the requisite manufacturing facilities as declared, and/or
- The bidder has submitted false, misleading, or forged documents in support of PQR,

BHEL shall have the right to reject the offer without any further correspondence.

Further, BHEL reserves the right to initiate appropriate penal action against such bidder, which may include cancellation of running POs for same /similar items, suspension of business dealings and banning of the firm, either for the BHEL Ranipet unit or across all BHEL units, as per prevailing guidelines.

Also, the incident will be raised in e-procurement portal.

The decision of BHEL in this regard shall be final and binding on the bidder.

For M/s _____

Name: _____

Designation: _____

Signature: _____

Date: _____

(Company Seal)

Issued By: Purchase Department, BHEL

(Sign & Seal of Supplier)

INSTRUCTION TO BIDDER

Sl. No.	Instruction Details
01	The tender shall be floated in e-procurement portal as per the guideline.
02	The tender documents, including all annexures, scope of supply, specifications, Drawings, Quality Plan, Technical documents, Additional Terms and Conditions etc., shall be deemed to form an integral part of the Purchase Order.
03	Bidders are advised not to wait till the last minute for submission of bids to avoid issues related to internet connectivity, network problems, or power failure.
04	Bidders shall ensure that all documents are scanned and converted into PDF format and kept ready in a separate folder before starting online submission.
05	Vendor qualification shall be based on Pre-Qualification Requirements (PQR)- (If applicable). Subsequently, Techno-Commercial Evaluation (TCE) shall be carried out. Hence, submission of all required documents is mandatory.
06	To avail benefits under MSE policy , bidders shall select the applicable MSE option and upload valid Udyam Registration Certificate.
07	The following documents shall be uploaded in e-procurement Portal as a single PDF (max 15 MB) in order: > Bidder's offer > Signed Drawing(s) > Signed Scope of Supply > Signed Commercial terms & conditions and all Annexures > All other documents as specified in the tender, duly signed and sealed.
08	Unless otherwise specified, bidders shall clearly indicate the deviation taken only on annexure -3 & 3A along with the offer for BHEL's review and acceptance.
09	All pages of submitted documents shall be signed and sealed by the authorized signatory. Any query raised during evaluation shall be replied within two (02) days , failing which the offer may be treated as non-responsive.
10	For any pre-bid queries , bidders shall contact: ☎ 04172-28-4923 / 4879 ✉ manoj.pottem@bhel.in / ksantosh@bhel.in Queries must be clarified before submission of offer.

For M/s _____ (Bidder's Name)

Name: _____

Designation: _____

Signature: _____

Date: _____

(Company Seal)

(Sign & Seal of Supplier)

		BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) Indira Gandhi Complex, Ranipet-632406, Tamilnadu, India		PURCHASE DEPARTMENT Section- CFN RFQ- Request for Quotation		SCOPE OF SUPPLY (RADIAL SHAFT SEAL)					
RPT-CFN REV-01		Ph- 04172-284923, Ph-04172-284879		Email & Clarification 1) manoj.pottem@bhel.in, 2) ksantosh@bhel.in		Refer Material Description , TFN before submitting the offer					
Please submit your lowest quotation through Email along with your detailed offer, in accordance with the attached specifications and terms & conditions. The offer should be submitted on or before the stipulated due date and time. Incomplete offers are liable to be rejected without further consideration. In case an extension of the tender due date is required, a request shall be submitted via email at least 03 days in advance with proper justification.											
SL NO	Purchase Req. no	Item no	Material Code	Material Description	Drawing no/ MAKE	Spec	TFN	Quality Plan	Unit	Qty	Delivery (No of Days from PO Date)
1	100155191	10	971620770000	RADIAL SHAFT SEAL (BA) 170X200X15	FREUDENBERG MAKE	Refer TFN	TFN:319 REV:05	COC, GC, TC	NO	12	60 Days
2		20	971621300000	RADIAL SHAFT SEAL (B2) 200X230X15		Refer TFN	TFN:319 REV:05	COC, GC, TC	NO	6	60 Days
3		30	971621330000	RADIAL SHAFT SEAL (B2) 205X230X16		Refer TFN	TFN:319 REV:05	COC, GC, TC	NO	4	60 Days
Special Remarks :											
a)	Only M/s. FREUDENBERG or its authorized distributors are eligible to participate in this bid.										
b)	All the above items are to be supplied as per Material Description & TFN.										
c)	As the items are standard, inspection at vendor's works is not applicable. The successful bidder shall submit Test Certificate, Guarantee/Warranty Certificate, Certificate of Conformance (CoC), and photographs along with each supply.										
d)	The Bidder shall clearly indicate their response (Quoted/Not Quoted) against all the items listed in scope of supply										
e)	The Bidder shall strike through or mention "Not Quoted" against any item(s) not quoted or not in their scope of manufacturing/supply.										
f)	Evaluation :Total Value Wise Evaluation										
For Dispatch : Vendor shall intimate the readiness of items through email and dispatch them with proper, sound packing. Each item shall be individually packed. Loose pieces are not permitted.		Documents to be submitted along with supply 1) Purchase order copy 2) Test Certificate 3) Guarantee/Warranty Certificate 4) Certificate of Conformance (CoC) 5) Interchangeability Certificate		Delivery Destination : F.O.R BHEL Ranipet Stores 1)TAX INVOICE 2)SUVIDHA PORTAL UPLOAD-ACK NO. 3)Purchase Order copy 4)Final CQIR Copy. 5)Guaranty Certificate		Payment Terms : 100% payment after receipt & acceptance at BHEL Stores/Site 1) Micro/Small Enterprise (Manufacturer)– 45 days 2) Medium Enterprise (Manufacturer) – 60 days 3) Non-MSME Enterprise (Manufacturer)/Trader – 90 days Vendor shall submit valid Udyam Registration Certificate for verification of MSME status.		For and On Behalf of (Sign & Seal of authorised signatory)			



**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARY PLANT
RANIPET-632406**

FANS ENGINEERING DEPARTMENT

**SPECIFICATION ON
SIMMER RING, NUT RING & OIL REMOVER**



05	 A. RAJU	 C. MANOJ	 KARUNANIDHI K	 RENJITH K	REVIEWED & UPDATED FOR SIMMER RING, NUT RING & OIL REMOVER RING DETAILS ARE ADDED.
04	D.SARASWATHI	P.NATARAJAN	PRASANTA SAHA		REVIEWED UPDATED WITH ALL SIZES ON 21.08.2013
03	S.N	J.C	R.S.G.K		REVIEWED SPECN ON 04.12.10
02					REVIEW ON SPECN. & STANDARD 150986
01					UPDATED ON 01 12 93
REV. NO.	K.J.K PREPARED	G.V.R CHECKED	K.A.R APPROVED	B.S.RAO SIG.OF.QA	REMARKS WITH DATE

**ALL COPY RIGHTS TRANSFORMATIONS OR ANY OTHER USE OF
THIS DOCUMENT REMAINS BHEL'S EXCLUSIVE PROPERTY.**

ONLY LATEST REVISION SHALL BE REFERRED FOR ALL THE STANDARDS SPECIFIED.

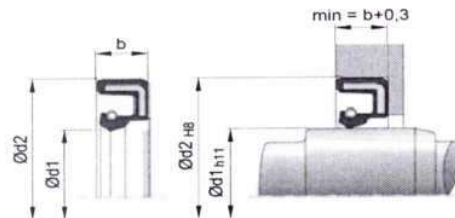
DESCRIPTION	SPECIFICATION NUMBER	REV. NO	DATE:20.03.2023
SIMMER RING, NUT RING & OIL REMOVER	TFN:319	05	PAGE 01 OF 02



SIMMER RING (RADIAL SHAFT SEAL)

**SPECN. NO
TFN:319
REV .NO .05**

APPLICATION : AXIAL FANS
MATERIAL : VITON/83 FKM (OR) NBR
INSPECTION/TESTING : AS PER PRQA: 327 (LATEST)
CERTIFICATE TO BE SUBMITTED : AS PER PRQA 327 (LATEST)
SHELF LIFE SHALL BE CLEARLY INDICATED ON THE PACKING



STYLE 01: BA



BA

STYLE 02: BASL



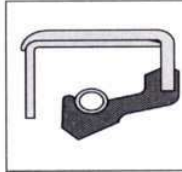
BASL

STYLE 03: BAUMX7



BAUMX7

STYLE: 04 B2



B2

STYLE 05: BABSL



BABSL

STYLE 06: B1SL



B1SL

TYPICAL SECTIONAL VIEWS OF SIMMER RING (RADIAL SHAFT SEAL)

SAMPLE MATERIALS ALONG WITH MATERIAL CODE ARE SPECIFIED BELOW:

MAT. CODE	DESCRIPTION	MAT. CODE	DESCRIPTION
971601490000	SIMMER RING(BA):D42XD65X10	971613660000	SIMMER RING(B2): D195XD220X16
971613760000	SIMMER RING(BA):D75XD90X8	971609350000	SIMMER RING(B2):D78XD105X13
971613650000	SIMMER RING(B2):D265XD290X16	971620770000	RAD.SHAFT SEAL(BASL): 170-200-15
971601350000	SIMMER RING(BABSL): 0.5X 40X62X6	971620043000	RAD.SH.SEAL (BAUM):7170X200X15

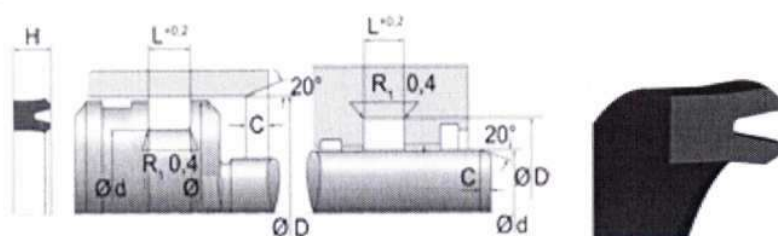
				REVIEWED AND UPDATED ON 20/03/2023	
A. RAJU	C. MANOJ	KARUNANIDHI K	RENJITH K	REMARKS WITH DATE	PAGE NO. 02/04
PREPARED	CHECKED	APPROVED	SIGN. OF QA		



NUT RING (GROOVED RING)

SPECN. NO
TFN:319
REV .NO .05

APPLICATION : AXIAL FANS
MATERIAL : VITON/ 83FKM
INSPECTION/TESTING : AS PER PRQA: 327 (LATEST)
CERTIFICATE TO BE SUBMITTED : AS PER PRQA 327 (LATEST)
SHELF LIFE SHALL BE CLEARLY INDICATED ON THE PACKING



TYPICAL VIEWS OF NUT RING (GROOVED RING)

SAMPLE MATERIALS ALONG WITH MATERIAL CODE ARE SPECIFIED BELOW:

MAT. CODE	DESCRIPTION	MAT. CODE	DESCRIPTION
971601430000	NUT RING 120X100X15		
971609010000	NUT RING 82X70X8.5		
971613740000	NUT RING 155X135X15		

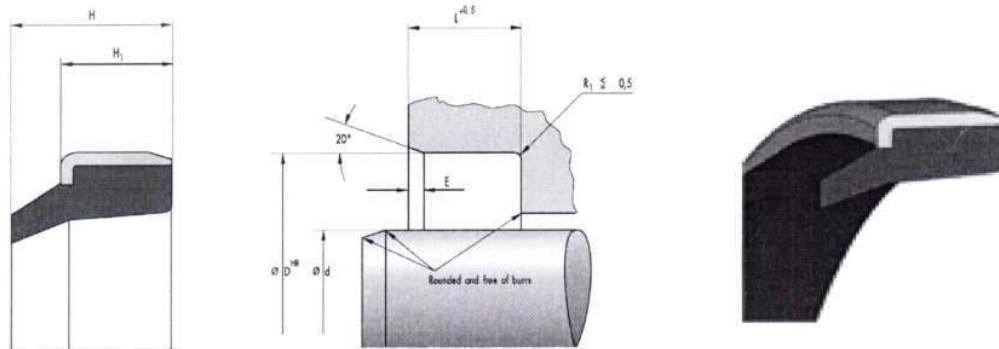
A. RAJU	C. MANOJ	KARUNANDHI K	RENJITH K	NUT RING SPECIFICATION INCORPORATED ON 20/03/2023	
PREPARED	CHECKED	APPROVED	SIGN. OF QA	REMARKS WITH DATE	PAGE NO. 03/04



OIL REMOVER

SPECN. NO
TFN:319
REV .NO .05

APPLICATION : AXIAL FANS
MATERIAL : PU MATERIAL 94 AU 925
INSPECTION/TESTING : VISUAL INSPECTION
01. FREE FROM DAMAGE
02. DIMENSIONAL CHECK
CERTIFICATES : 94 AU 925 MATERIAL PROPERTIES CERT. TO BE SUBMITTED
SHELF LIFE SHALL BE CLEARLY INDICATED ON THE PACKING



TYPICAL VIEWS OF OIL REMOVER

SAMPLE MATERIALS ALONG WITH MATERIAL CODE ARE SPECIFIED BELOW:

d	D	H1/L	H	Material Description	Material Code
100	110	7	10	OIL REMOVER AUAS 100/110X7X10	971601450000
135	150	9	12	OIL REMOVER AUAS 135/150X9X12	971613750000

A. RAJU	C. MANOJ	KARUNANIDHI K	RENJITH K	OIL REMOVER SPECIFICATION INCORPORATED ON 20/03/2023	
PREPARED	CHECKED	APPROVED	SIGN. OF QA	REMARKS WITH DATE	PAGE NO. 04/04

Annexure A

SL	Terms	Description	Remarks
1.	BoM/Scope	Refer items description as per scope of supply	As per Scope of Supply
2.	Delivery	BHEL Site/ Stores Ranipet/ Ex works/ Others	BHEL Stores, Ranipet
3.	EMD	INR _____, refer bid ATC for details. BHEL Bank details shall be provided.	Not Applicable
4.	PQR-Technical	Applicable as per Attachment (Refer PQR)	Not Applicable
5.	PQR-Financial	If applicable, apart from financial PQR, following shall be submitted. Bidders must have achieved an average annual financial turnover (Audited) of Rs. XXXX Crore or more, over the last three Financial Years (excluding the current and previous year). In case audited statement of previous year is available, same may be considered.	Not Applicable
6.	Payment terms	As per ATC Terms	Applicable
7.	BHEL contact for query/ Integrity pact etc	In case of any clarification, Kindly contact Tele: 04172-28-4923/4879, email manoj.pottem@bhel.in / ksantosh@bhel.in	As given
8.	Packing	As applicable	Applicable
9.	Marking	As applicable	Applicable
10.	Post PO Documents	Drawing, Data sheet, QAP to be submitted within 21 days. Drawing, Data sheet, QAP to be re-submitted within 03 days. Delay, if any, shall be attributed to bidder.	Not Applicable
11.	Inspection call	Mail/ online/ Not applicable	Not Applicable
12.	Performance security	%age of BHEL PO value	Not Applicable
13.	Integrity pact	If Applicable, bidder to submit the signed copy of integrity pact format	Not Applicable
14.	Purchase preference	MSE purchase preference for 100 % of quantity MII purchase preference for 100% of quantity	Applicable

Note:

- In case of any contradiction between the terms and conditions of Annex A and bid ATC, the content stipulated in Annex A shall prevail.

CERTIFICATE OF NO DEVIATION

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

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents (except the listed in Annex 3A) as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid (except those listed in Annex 3A).

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

Note: In case of any deviation, Annex 3A shall be used. Non-submission of either of Annexure 3 or 3A, shall be treated as no deviation.

CERTIFICATE OF TECHNO COMMERCIAL DEVIATION

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

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **List of Techno commercial Deviation taken during Quote**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby propose/takes the following deviation (negotiable), and

Ref Cl No/Location/ Doc	Existing as per tender	Proposed revised

the following deviation (non-negotiable)

Ref Cl No/Location/ Doc	Existing as per tender	Proposed revised

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

Note: Non-submission of 3A shall be treated as No deviation.

UNDERTAKING

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM Bid Specification No:

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:

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:

- 1. **PURPOSE:** Purpose to ne mentioned here.
- 2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
- 3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
- 4. **Confidential Information**
 - (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be “Confidential Information” for the purposes of this Agreement.
 - (b) (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients,

NON-DISCLOSURE AGREEMENT

customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.

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

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

- (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
- (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
- (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or
- (4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

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

5. Disclosure

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

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree

NON-DISCLOSURE AGREEMENT

of care, but not less than the degree of care used by it in safeguarding its own confidential information;

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

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

6. Restriction on Use

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

NON-DISCLOSURE AGREEMENT

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

7. Protection of Confidential Information

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information

NON-DISCLOSURE AGREEMENT

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 nonrecoverable 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)

NON-DISCLOSURE AGREEMENT**16. No Publication**

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

17. Miscellaneous

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

18. Notices

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

Notice if to:

NON-DISCLOSURE AGREEMENT

BHEL, then to,

Phone :

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

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

DECLARATION FOR DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code : _____

Address: _____

DECLARATION FOR RELATION IN BHEL

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

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

Tick (✓) any one as applicable:

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

OR

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

- i.**
- ii.**
- iii.**
- iv.**

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

Note:

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

Make in India (MII): Form – 1 for Local Content

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,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: Declaration reg. minimum local content in line with Public Procurement (Public Procurement (Preference to Make In india)

References:

- 1.P-45021/2/2017-B. E-II dated. 15th June-2017,
- 2.P-45021/2/2017-PP(BE-II) dated. 28th May-2018,
- 3.P-45021/2/2017-PP(BE-II) dated. 29th May-2019.
- 4.P-45021/2/2017-PP(BE-II) dated. 4th June-2020
5. P-45021/2/2017-PP(BE-II) dated. 19th July-2024, and subsequent order(s).

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby declare with reference to above subject and references for the items/works/services offered by that M/s ----- (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more

(or)

"Class-II local Supplier" meeting the requirement of local content 20% (twenty percent) to less than 50% (fifty percent),

as defined in Public Procurement (Preference to Make in India), Order 2017 issued by DPIIT and subsequent order(s)/ government notification for the goods and services.

Contd. to next Page

The details of location at which local value addition is made are as follows (In case more, use separate annexure):

(1) _____

(2) _____

(3) _____

(4) _____

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

Thanking you,
Yours faithfully,

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

Place:

Date:

Declaration: The format is filled in original/revised (changes shall be put up as annexure) form.

Note: For this procurement, the local content to categorize a supplier as class I local supplier/ class II local supplier/ Non-Local supplier and purchase preference to class I local supplier, is as defines 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 Price/Finance bid/offers for/against this NIT. – Clause as per cir 07 of 2024-25 ref AA: SSP: PPP-MII dt 05-12-2024

(a) Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

(b) **For tender value INR 10 crores or more**, shall be vetted/endorsed by statutory auditor or cost auditor, for the declared local content. In case of non-submission of CA certified MII documents along with offer, the same may be submitted during supply of materials, failing which 10% of invoice value shall be on hold till the receipt of such document max 3 years. In such case, offer shall be qualified on the basis of self-declaration basis.

(c) In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

(d) Other format (MII or Local content declaration) are not accepted and shall be treated and non-submission. Non-Submission shall be treated ad non-MII bid, MII preference will not be provided.

(e) All the terms of above referred orders as per references are applicable along with all the revisions and further orders, if any.

End

Format for declaration as per Public Procurement Policy for MSEs Order, 2012
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Date: _____

To,

(Name & Address of Officer of BHEL inviting the Tender)

Madam/Sir,

Subject: Declaration as per Public Procurement Policy for MSEs Order, 2012

Followings are declared herewith

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

UDYAM registration certification Number: _____

UDYAM registration assessment year: _____

Yours faithfully,

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

Date:

Place:

Note:

1. Udyam registration shall be attached, failing which declaration shall be treated as null and processed as bidder has not furnished the requirement. Accordingly, offer shall be processed construing that the bidder is not falling under MSE category.
2. 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.
3. If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

**Format for Preventive Measures to Address Conflict of Interest among Bidders/
Agents**

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

Date: _____

To,

(Name & Address of Officer of BHEL inviting the Tender)

Reference(s):

- (1) BHEL Circular no. 3 of 2025-26, dt 05-06-2025 (AA:SSP:Col)
- (2) DoE Manual for procurement of Goods 2024, GoI

Madam/Sir,

Subject: Declaration against BHEL Tender/ Enquiry/ Bid Number _____
Dated _____ regarding 'conflict of interest' shall be treated as part of tender, which should be signed by the authorized signatory of the bidder.

Treatment in case of case of conflict of interest:

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

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

By signing this this document, 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.

Yours faithfully,

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

Date:

Place:

Note: Bidders having a conflict of interest shall not be eligible to participate in the tender process.