



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Indira Gandhi Complex, Ranipet-632406, Tamilnadu, India

PURCHASE DEPARTMENT
Section- Casting
RFQ- Request for Quotation

SCOPE OF SUPPLY

RPT-CFF
REV-01

Ph- 04172-284431,
Ph-04172-284879

**Offer to be submitted to rptpur@bhel.in only &
offer submitted intimation may be given to
nanbu@bhel.in, ksantosh@bhel.in**

Please submit your lowest quotation by 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.

SL NO	Purchase Req. no	Item no	Material Code	Material Description	Drawing no	Spec	Tech Dely Condition	Quality Plan	Unit	Qty	Delivery (No of Days from PO Date)
1	100186131	10	920111410000	U/ MCD LEVER 12S	3-55-335-00945	SG 400 15 IS 1865	AS PER STANDARD	MQP*	NO	92	30 Days

Special Remarks :

- Above items are to be supplied in Un-Machined Condition as per drawing.
- Wherever Dimension tolerance are not available/not mention/not given in drawing, PRQA 500 to be followed for untolerance dimension
- Radiography :Inline with Drawing & TDC.
- Bid Price: The Bidder has to quote the Price "INCLUSIVE of all taxes (GST) and all the Charges towards "Packing & Forwarding, Freight, Insurance, all the routine & type tests as per tender scope".**
- Evaluation : Total wise Evaluation, Single Part bid through Email. **Offer to be submitted to rptpur@bhel.in only** & offer submitted intimation may be given to nanbu@bhel.in, ksantosh@bhel.in
- MQP* - Manufacturing Quality Plan to be submitted for approval (Format attached) after the receipt of Purchase Order**
- This Scope of supply to be read along with applicable Drawing, TDC, MQP, PRQA 500 and relevant standards

For Inspection: Vendor to raise the inspection call in BHEL cqir portal (<http://cqir.bhel.in>) on BHEL Third Party Inspection Agency [M/s Quality Evaluation and Systems Pvt Ltd (QUEST) or M/s TUV-SUD South Asia Pvt Ltd (TUVSUD)].

Documents to be submitted for Dispatch Clearance

- 1) Purchase order copy
- 2) BHEL SQP/MQP /VQP)
- 3) Final CQIR Copy.
- 4) Material Test Certificate duly certified/attested by BHEL/TPI Inspection agency
- 5) Lab Reports

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

For and On Behalf of

(Sign & Seal of Authorised Signatory)

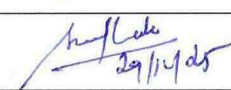
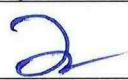
 RANIPET	QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SPHEROIDCAL GRAPHITE IRON CASTINGS SG 400/15 OF IS 1865	TDC: RTF: 312
		Rev. No. 04
		Date: 29.12.2025

TECHNICAL DELIVERY CONDITIONS FOR SPHEROIDCAL GRAPHITE
IRON CASTINGS SG 400/15 OF IS 1865

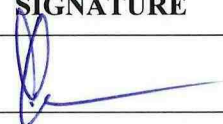
PREPARED BY:

DEPARTMENT	NAME / DESIGNATION	SIGNATURE
QUALITY ASSURANCE	Ranjith K / S.M(QA)	

REVIEWED BY:

DEPARTMENT	NAME / DESIGNATION	SIGNATURE
ENGG (FANS)	S. LAKSHMI NARAYANAN	
QUALITY (PROC)	RASMANICKAM-M / S.M/ac-Proc	
MATERIAL PLANNING	Sudheesh. sm/mplg	
QUALITY ASSURANCE	T. VENUGOPAL/Aam/	

APPROVED BY:

DEPARTMENT	NAME / DESIGNATION	SIGNATURE
QUALITY	K. SAKETHARAMAN / GM / Q&BE	

 RANIPET	QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SPHEROIDCAL GRAPHITE IRON CASTINGS SG 400/15 OF IS 1865	TDC: RTF: 312
		Rev. No. 04
		Date: 29.12.2025

RECORD OF REVISIONS

REV. NO	CLAUSE NO	REVISION MADE	EFFECTIVE DATE
00	--	Original Issue	13-11-95
01	3.2	Standard deleted	09-02-98
	4.2	Clause deleted	
	5.3	NDE of adjust disc incorporated	
02	5.3.3	MPI included	12-09-00
03	--	Totally modified	02-05-02
04	--	Based on feedback from purchase / vendors / Material Planning following changes are made:	29-12-25
	2.1	Material specification as per P.O / Drawing also included since the TDC is used for GGG cast irons also.	
	5.3	RT / UT testing was provided as optional in earlier revision and UT is removed to have better quality control (RT films are reviewed by BHEL NDT).	
	5.3.2	Old clause No. 5.3.2 pertaining to UT deleted and clause renumbered.	
	5.5	MPI shall be done for all castings. Earlier it was misinterpreted as only applicable for cylinder, cylinder cover and adjusting disc.	
	10.2	Microstructure report, RT Report and MPI reports included in the documents to be submitted.	

 RANIPET	QUALITY ASSURANCE TECHNICAL DELIVERY CONDITIONS FOR SPHEROIDAL GRAPHITE IRON CASTINGS SG 400/15 OF IS 1865	TDC: RTF: 312
		Rev. No. 04
		Date: 29.12.2025

1.0 SCOPE:

1.1 This TDC specifies the requirements for supply of spheroidal graphite / ductile iron castings.

2.0 MATERIALS:

2.1 The applicable specification is SG 400 / 15 as per IS 1865 or as per P.O / Drawing.

3.0 MECHANICAL PROPERTIES:

3.1 Tensile test shall be done melt wise / heat treatment batch wise on separately cast test bars and results of tensile strength, yield strength and %elongation shall be submitted.

4.0 MICROSTRUCTURE:

4.1 Microstructure shall consist of at least 80% of graphite in the form V or VI as specified in IS 7754 and at least 90% of matrix as ferrite.

5.0 FREEDOM FROM DEFECTS:

5.1 The castings shall be thoroughly cleaned.

5.2 The castings shall be free from porosity, blow holes, cold shuts, distortion, sand and slag inclusion and other harmful defects.

5.3 Adjusting disc, servomotor cylinder & cylinder cover shall be RT examined, fully as per following requirements.

5.4 RT shall be conducted as per ASTM E 94. Acceptance norm shall be as follows when compared with reference radiographs of ASTME186/E280/E446

Gas porosity	A2
Inclusions	B2
Shrinkage	C2
Unfused chaplets	Not acceptable
Hot tears and cracks	Not acceptable

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5.5 MPI shall be done for all the castings as per ASTM E 709 and following indications are unacceptable.

- a) Cracks
- b) Relevant indications with major dimensions equal to greater than 4.8 mm.
- c) More than 10 relevant indications in any continuous 3750 Sq mm area.
- d) Four or more indications in a line separated by less than 1.6 mm (edge to edge).

6.0 REPAIR:

6.1 No repair is permitted on the castings.

6.2 The minor defects may be removed by machining. This shall not result in dimensional deviation.

7.0 DIMENSIONAL TOLERANCES

7.1 Dimensions and their tolerances shall be as per drawing. If tolerance is not specified in the drawing, tolerance shall be as per IS 8350.

8.0 MARKING

8.1 The melt number, grade, specification and supplier's name / emblem shall be hard stamped / cast in visible un-machined and accessible place.

9.0 SUPPLY CONDITIONS

9.1 The castings shall be supplied as cast / proof machined condition as called for in the drawing / PO.

10.0 INSPECTION & TEST CERTIFICATE

10.1 The items manufactured within India, shall be subjected to inspection by BHEL or authorised agency.

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10.2 The supplier shall furnish the test certificate in English. It shall contain the following information.

- a) PO No. and date
- b) Specification and grade
- c) Drawing No. if applicable
- d) Size, No. and weight
- e) Mechanical properties - melt wise and heat treatment batch Wise
- f) chemistry - melt wise
- g) Microstructure report
- h) RT Report
- i) MPI report
- j) dimensional conformance report

 BHEL Ranipet		MANUFACTURER		ITEM: - FAN		STANDARD QUALITY PLAN		PROJECT: AS PER PO.						
		BHEL / BHEL APPROVED SOURCE		SUB SYSTEM: ADJUSTING LEVER (CASTING) AS PER TDC:RTF:312/Latest Rev		QP. NO.: FAN: 3004: Rev No.: 00								
						Date: 29.12.2025								
						Page 1 of 2								
SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency			REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14	

1.0	RAW MATERIAL													
1.1	Raw Material	Chemical Properties	Major	Chemical Analysis	Each Melt		BHEL Specification / BHEL Drawing / Relevant material Standard	TC	√	P	V	-		
2.0	IN PROCESS INSPECTION													
2.1	Heat Treatment (If applicable)	HT Chart	Major	Review of report	100%	100%	Relevant standard / Manufacturer Procedure	Report	√	P	V	-		
2.2	Adjusting lever	Micro structure	Major	Review of report	100%		BHEL Specification / Relevant standard	Report	√	P	V	-		
3.0	FINAL INSPECTION													
3.1	Adjusting lever	Chemical Properties	Major	Chemical Analysis	Each Melt		BHEL Specification / BHEL Drawing / Relevant material	TC	√	P	V	-		
3.2		Mechanical Properties	Major	Mechanical Properties	Each Melt or HT batch		BHEL Specification / BHEL Drawing / Relevant material	TC	√	P	V	-		
3.3		MPI	Major	NDT Check	100%	BHEL / BHEL TPI witness as per BHEL Sampling plan from offered lot.	BHEL Specification / Relevant material	TC	√	P	W	-		
3.4		Hardness	Major	Hardness test	100%		Relevant Standard or procedure	Report	√	P	W	-		
3.5		Visual & Overall dimension	Major	Visual & measurement	100%		BHEL Drawing	Report	√	P	W	-		

LEGEND A: MAJOR, B: MINOR. M: MANUFACTURER/SUB-SUPPLIER, C: CONTRACTOR: BHEL/ BHEL NOMINATED INSPECTION AGENCY, C: CUSTOMER / CUSTOMER NOMINATED INSPECTION AGENCY P: PERFORM W: WITNESS AND V: REVIEW OF RECORDS DR: DIMENSION REPORT. IR: INSPECTION REPORT COC: CERTIFICATE OF CONFORMANCE	PREPARED & REVIEWED BY		APPROVED BY	
				
	Renjith K (Sr. Manager / QA)		T. Venugopal (AGM / Quality)	

 Ranipet		MANUFACTURER BHEL / BHEL APPROVED SOURCE		ITEM: - FAN SUB SYSTEM: ADJUSTING LEVER (CASTING) AS PER TDC:RTF:312/Latest Rev		STANDARD QUALITY PLAN QP. NO.: FAN: 3004: Rev No.: 00 Date: 29.12.2025 Page 2 of 2		PROJECT: AS PER PO.					
SL NO	COMPONENT & OPERATION	CHARACTERISTICS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK 6		REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORD		Agency M B C		REMARKS
1	2	3	4	5	M	B/C	7	8	9	D	10		11

4.0 IDENTIFICATION, PRESERVATION, MARKING & PACKING													
4.1	Adjusting lever	Cleanliness	Major	Visual Check	100%	As per BHEL Purchase Specification / Manufacturer Procedure	Report	√	P	V	-		
4.2		Identification, Preservation, Marking & Packing	Major	Visual Check									

Note:

- 1. This QP shall be read along with relevant Purchase order, BHEL specification (TDC) / BHEL drawing and all the requirements shall be complied
- 2. Latest version of standards & Specification shall be applied.
- 3. Materials shall be procured in compliance to Functional Technical Specification.
- 4. Gauges and measuring instruments with valid calibration only shall be used.
- 5. Inspection / Inspection wavier / approval by BHEL does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.
- 6. BHEL /BHEL Authorized representatives shall have the right to witness the necessary inspection and testing of goods mentioned in the PO.
- 7. In case of Vendor Drawing, it needs approval by BHEL Engineering.

Record of revision

Rev no	Date	Description
00	29.12.2025	Original Issue

LEGEND A: MAJOR, B: MINOR, M: MANUFACTURER/SUB-SUPPLIER, C: CONTRACTOR: BHEL/ BHEL NOMINATED INSPECTION AGENCY, C: CUSTOMER / CUSTOMER NOMINATED INSPECTION AGENCY P: PERFORM W: WITNESS AND V: REVIEW OF RECORDS DR: DIMENSION REPORT. IR: INSPECTION REPORT COC: CERTIFICATE OF CONFORMANCE	PREPARED & REVIEWED BY		APPROVED BY	
				
	Renjith K (Sr. Manager / QA)		T. Venugopal (AGM / Quality)	



BHARAT HEAVY ELECTRICALS LIMITED
RANIPET – 632406
QUALITY ASSURANCE

DOC REF:

PRQA : 500

REVISION NO.

01

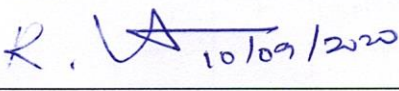
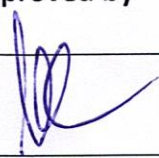
DATE

10.09.2020

PAGE NO.

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PROCEDURE FOR ALLOWABLE DEVIATIONS FOR DIMENSIONS WITHOUT SPECIFIED TOLERANCES.

Prepared by	Reviewed by	Approved by
 10/09/2020	 10/09/2020	
Renjith K Manager / QA	R. Arunachalam DGM / QA & QC - OLI	K. Saketharaman AGM / Quality

 BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632406 QUALITY ASSURANCE	DOC REF:	PRQA : 500
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1.0 SCOPE

This procedure describes the allowable deviations for the dimensions without specified tolerance in drawing.

2.0 REFERENCES

ISO 2768-1 (1989) and previous revision of PRQA 500.

3.0 PROCEDURE

- Table 1 given below indicates the permissible variation in Linear Dimension of fabricated and machined components. The coarse grade is to be followed for fabricated components and medium grade for machined components.
- Table 2 given below indicates the permissible deviations for Radii & Chamfers for machined components.
- Table 3 given below indicates the permissible deviations for Angular dimensions for machined components.
- Table 4 given below indicates the conditions under which the deviations given in this standard are not applicable.
- Special rulings may be stated for linear dimensions of welded structures consisting of several assemblies.
- If closer tolerances than those given in this procedure are necessary, the same shall be indicated in the relevant drawings.

TABLE - 1

Degree of accuracy	Permissible deviations for the linear dimensions nominal size range (in mm)											
	0.5* up to 3	Over 3 up to 6	Over 6 up to 30	Over 30 up to 120	Over 120 up to 400	Over 400 up to 1000	Over 1000 up to 2000	Over 2000 up to 4000	Over 4000 up to 8000	Over 8000 up to 12000	Over 12000 up to 16000	Over 16000 up to 20000
f (fine)	± 0.05	± 0.05	± 0.1	± 0.15	± 0.2	± 0.3	± 0.5	± 0.8	-	-	-	-
m (medium)	± 0.1	± 0.1	± 0.2	± 0.3	± 0.5	± 0.8	± 1.2	± 2	± 3	± 4	± 5	± 6
g (coarse)	± 0.2	± 0.3	± 0.5	± 0.8	± 1.2	± 2	± 3	± 4	± 5	± 6	± 7	± 8
sg (very coarse)	-	± 0.5	± 1	± 1.5	± 2.5	± 4	± 6	± 8	± 8	± 10	± 12	± 12
*In the case of nominal sizes below 0.5 mm, the deviations must be specified directly by the side of the nominal size.												

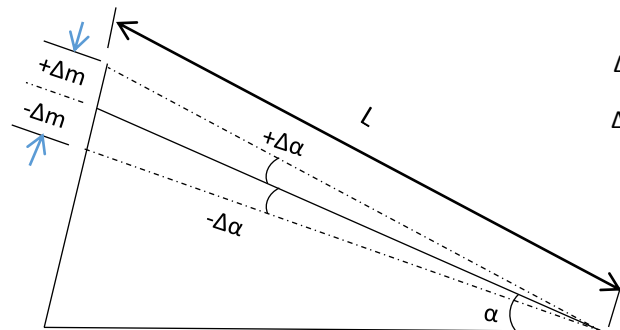
	BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632406 QUALITY ASSURANCE	DOC REF:	PRQA : 500
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TABLE – 2
DEVIATIONS FOR RADII & CHAMFERS

All dimensions are in mm

CLASS OF DEVIATION	RANGE OF NOMINAL DIMENSIONS					
	Above	0.5	3	6	30	120
Fine & Medium	Upto and including	3	6	30	120	315
		± 0.2	± 0.5	± 1	± 2	± 4

TABLE – 3
DEVIATIONS FOR ANGULAR DIMENSIONS



$\Delta\alpha$ = Angle tolerance in angular units.

Δm = Angle tolerance in linear units.

All Dimensions are in mm

	Length (L) of shorter side of angle in mm							
Class of Deviations	Above	-	10	50	120	500	800	1250
	Up to & including	10	50	120	500	800	1250	2000
Fine and Medium	Δm (mm)	± 0.1	± 0.2	± 0.6	± 0.8	± 0.96	± 1.125	± 1.5
	$\Delta\alpha$ (deg or min)	$\pm 1^\circ$	$\pm 30'$	$\pm 20'$	$\pm 10'$	$\pm 4'$	$\pm 3'$	$\pm 2' 3''$

 BHARAT HEAVY ELECTRICALS LIMITED RANIPET – 632406 QUALITY ASSURANCE	DOC REF:	PRQA : 500
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TABLE – 4
NON APPLICABILITY OF THE STANDARD

Standard Specification	Conditions for Tolerancing	Dimensions	Production Method	Special Agreements.
Where permissible deviations have been specified.	Where higher values than those specified in Table 1 and 2 may be allowed. Where only positive or only negative deviations are desired. Where parts are manufactured separately and are required to be assembled together without any further treatment (selective assembly, spare parts etc)	For dimensions required to give a certain class of it. For dimensions resulting after assembly Where concentricity between parts is required. For angular dimensions of a circular division (for example, angular positioning of teeth of clutches) For angular dimensions in precision taps and in pipe bends. For dimensions of welded assemblies (unless the part is to be machined)	Casting, forging, pressing, rolling, welding, flame cutting.	Where this variations from this standards are agreed upon between the purchaser and the manufacturer.

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 CI No/Location/ Doc	Existing as per tender	Proposed revised

the following deviation (non-negotiable)

Ref CI 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: Designation:	Name: Designation:
Signature:	Signature:
Name: Designation:	Name: Designation:

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and

representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his subcontractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, investigate, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal (Office Seal) Place----- Date----- Witness: Witness: (Name & Address)	For & On behalf of the Bidder/ Contractor (Office Seal) Place----- Date----- Witness: Witness: (Name & Address)
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DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(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,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project

Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct, and,

we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,
(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

Place:

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

Make in India (MII): Form – 2 for Land border sharing
DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER
RULE 144 (xi) OF GFR 2017

To,

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

Dear Sir,

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

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

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

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b) “control” shall include the right to appoint majority of the directors or to control the management rights or shareholder’s agreement or voting agreement.

- 2) In case of a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
- 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belong to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

I hereby certify that we fulfil all requirements in this regard, & not belong to any of the above category mentioned, and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note:

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

(2) Format is being filled without altering any of the clause mentioned in the given format.

(3) Other format is not accepted and shall be treated as non-submission. Non-submission shall be treated as non-MII bid, MII preference will not be provided. For offer through GeM, above terms shall be governed by GeM GTC and ATC.

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER****Annex 14: NEFT Format**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
02	VENDOR CODE (as in WORK ORDER)	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
03	Details of Bank Account:																																																
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																																																
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
C)	BANK BRANCH CODE:	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
D)	MICR CODE	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
E)	VENDOR'S BANK A/C NO. ONLY (Factoring A/c No. not to be given)	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
F)	TYPE OF ACCOUNT	CURRENT / OD /CASH CREDIT																																															
G)	VENDOR NAME AS PER BANK RECORDS																																																
H)	BANK BRANCH RTGS IFSC CODE	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
I)	BANK BRANCH NEFT IFSC CODE	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
J)	VENDOR'S EMAIL ID (give two ids)	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																															
K)	NAME OF AUTHORISED SIGNATORY																																																

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....**Date.....****To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s.² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

.....

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

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

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

1 Details of the Invitation to Bid/Notice inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

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

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

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

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

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

(With Name, Designation and Company seal)

Place:

Date:

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

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such

variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Pls note: The Validity period wrt our conditions applicable for the Supply / Erection & condition.

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

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

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

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

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

Bankers, Auditors and Registrar & Share Transfer Agent

Bankers	
State Bank of India	
Canara Bank	
IDBI Bank Limited	
ICICI Bank Limited	
HDFC Bank Limited	
Axis Bank	
IndusInd Bank Limited	
Bank of Baroda	
Exim Bank	
Indian Bank	
Punjab National Bank	
Union Bank of India	
Yes Bank Limited	
RBL Bank Ltd.	
Indian Overseas Bank	
Kotak Mahindra Bank Limited	
Federal Bank Limited	
HSBC	
South Indian Bank	

Registered Office

BHEL House, Siri Fort, New Delhi-110049 (India)

CIN: L74899DL1964GOI004281

Phone: 011-66337598

Website : www.bhel.com E-mail: shareholderquery@bhel.in

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,

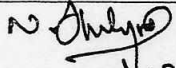
**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

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

SECTION-3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)	
PAYMENT MODE (NEFT / RTGS / ECS/ CHEQUE)	RTGS
NAME OF BENEFICIARY	BHEL/BAP/RANIPET
NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	CASH CREDIT (CC)
ACCOUNT NO	10664849171
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	632002003
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	SBIN0007013
DECLARATION I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPPL, I/WE WOULD NOT HOLD, NBPPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.	

SIGNATURE : 	VERIFIED THE ABOVE DETAILS
NAME : N. THALAPATHY	For STATE BANK OF INDIA
DESIGNATION : Sr. Accounts Officer	(SIGNATURE OF BANKER)
DATE : 17/12/2015	BHEL Project, M.R. Puram
COMPANY SEAL : BHEL/BAP/ RANIPET	SEAL OF THE BANKER

SWIFT CODE SBININBB450