

# TENDER DOCUMENTS

BHARAT HEAVY ELECTRICALS LIMITED  
HARIDWAR-249403.

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

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

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

SI No	BHEL Requirements	Supplier Acceptance/ Comments
01	<p><b>Pre-Qualification Criteria:</b></p> <p>1.1 Technical/ PQR (attached)</p> <p>1.2 Integrity Pact- <b>Applicable</b></p> <p>1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p><b>Explanatory Notes for the PQR (Pre-Qualifying Requirements):</b></p> <p>i. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.</p> <p>ii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" and customer approval shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>iii. Price Bids of only those bidders shall be opened who stand qualified after compliance of PQR and who are approved by customers.</p> <p>iv. Credentials as per <b>Annexure- sub vendor questionnaire</b> format is to be submitted by bidders along with the offer for customer approval.</p>	
02	<p><b>Scope of Supply/Work:</b></p> <ol style="list-style-type: none"> <li>Item to be supplied as per <b>Annexure -item details</b> and technical delivery condition (<b>Annexure-TDC</b>) as mentioned in enquiry.</li> <li>Items to be manufactured and supplied as per enquiry drawing and specification (with all cross-referred standards).</li> <li>The painting and conservation shall be carried out in accordance with BHEL specification 41001032500.</li> <li>Finished machined castings shall be packed in sea-worthy packing. The packing should be suitable to protect machined surfaces from damage during handling and transportation.</li> </ol>	
03	<p><b>PRICE BASIS:</b></p> <p>Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar</p> <p>GSTIN: 05AAACB4146P1ZL</p>	
04	<p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance</p>	

of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

**4.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

**4.2.3** Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

**4.2.4** Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

**4.2.5** Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

**4.2.6** Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

**4.2.7** Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

**4.2.8** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

**4.2.9** Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

**4.2.10** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

**4.2.11** Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

**4.2.12** Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

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	<p><b>4.2.13</b> In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altere/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.</p> <p><b>4.2.14</b> Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p> <p><b>4.2.15</b> In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p><b>4.2.16 Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p><b>4.3 Income Tax:</b></p> <p><b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier)</b> _____</p>									
05	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable</b>									
06	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>As per <b>Annexure-Quality Requirement</b>.</p>									
07	<p><b>DELIVERY:</b></p> <p>Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement.</p> <p><b>NOTE:</b></p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p>									
08	<p><b>TRANSIT INSURANCE:</b></p> <p>Transit insurance shall be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries.</p>									
09	<p><b>PAYMENT TERMS:</b></p> <p>a) <b>Payment:</b></p> <p>100% payment along with taxes, freight &amp; insurance will be made after receipt and acceptance of material and within no. of days as defined in the below table from appointed day subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.</p> <table><tr><td>Type of Bidder</td><td>Within Number of Days</td></tr><tr><td>Micro &amp; Small Enterprises (MSEs)</td><td>45 Days</td></tr><tr><td>Medium Enterprises</td><td>60 Days</td></tr><tr><td>Non MSME</td><td>90 Days</td></tr></table> <p><b>Appointed day means</b></p> <ul style="list-style-type: none"><li>• The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.</li></ul> <p>or</p>	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
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	<ul style="list-style-type: none"><li>Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.</li></ul> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes &amp; Duties) above.</p> <p><b>b) NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p> <p>Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:</p> <p>(a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 'Payment Terms' in GISTC.</p> <p>(b)The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.</p> <p><b>Note: MSME vendors can get themselves registered on either of the 3 TReDS platforms, viz. RXIL, Invoice Mart or M1 xchange, and upload Invoices &amp; despatch documents for processing of payments.</b></p>															
10	<p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b></p> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"><li>Original Tax Invoice (As per Cl. No. 4 above).</li><li>Inspection Report</li><li>Test certificate (Test certificate shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise)</li><li>Guarantee certificate</li><li>GST compliance certificate</li><li>Digitally signed Invoice</li><li>Rest documents as mentioned in the PO remarks.</li></ul>															
11	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b></p> <table><tr><td>Bank Details</td><td>SWIFT Details of bank</td></tr><tr><td>STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403</td><td>SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586</td></tr></table>	Bank Details	SWIFT Details of bank	STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586											
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12	<p><b>EARNEST MONEY DEPOSIT:</b></p> <p>1 Vendors must also remit the requisite EMD (Earnest Money Deposit) as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered. MSEs or Start-ups as recognized by DPIIT are exempted from submission of EMD. Quantum of EMD amount to be submitted by bidder will be as per below table:</p> <table><tr><th>Material Code</th><th>EMD Amount (INR)</th></tr><tr><td>W90311601090</td><td>₹ 229638</td></tr><tr><td>W90311701078</td><td>₹ 480576</td></tr><tr><td>W90311801099</td><td>₹ 1301121</td></tr><tr><td>W90311824030</td><td>₹ 1019892</td></tr><tr><td>W90311803113</td><td>₹ 968773</td></tr><tr><td>Total</td><td>₹ 40,00,000.00</td></tr></table> <p>2 EMD shall be furnished before tender opening / along with the offer as per point no.1 above.</p> <p>3 The EMD up to an amount of Rs. 40,00,000.00 is to be paid only in the following forms:</p> <ul style="list-style-type: none"><li>a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).</li><li>b) Electronic Fund Transfer credited in BHEL account (before tender opening).</li><li>c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</li><li>d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</li></ul>	Material Code	EMD Amount (INR)	W90311601090	₹ 229638	W90311701078	₹ 480576	W90311801099	₹ 1301121	W90311824030	₹ 1019892	W90311803113	₹ 968773	Total	₹ 40,00,000.00	
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	<p>e) Insurance Surety Bonds</p> <p>f) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. (a) to (e) above or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</p> <p>6. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>7. EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <p>a) The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>b) EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension.</p> <p>8. Subject to Clause 7 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>9. EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</p> <p>10. EMD shall not carry any interest.</p>	
<b>13</b>	<p><b>PERFORMANCE SECURITY:</b></p> <p>1. Successful bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p>2. Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p>3. Modes of deposit:</p> <p>Performance security may be furnished in the following forms:</p> <p>i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</p> <p>ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.</p> <p>iii) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>v) Insurance Surety Bond.</p> <p>Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>4. The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.</p> <p>5. Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>6. The Performance Security shall not carry any interest.</p> <p>7. There is no exemption of Performance security deposit submission for MSE Vendors.</p>	
<b>14</b>	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <p>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p>	

- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

**Note-** Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### **14.2 Remedies in case of Breach of Contract.**

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.



	bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.										
18	<p><b>LIQUIDATED DAMAGE:</b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1</p>										
19	<p><b>INTEGRITY PACT (IP):</b></p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" style="margin-left: 40px;"> <tr> <th>Sl. No</th><th>IEM</th><th>E-mail</th></tr> <tr> <td>1</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>2</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.</p>	Sl. No	IEM	E-mail	1	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	2	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
Sl. No	IEM	E-mail									
1	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in									
2	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in									
20	<p><b>PREFERENCE TO MAKE IN INDIA:</b></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.</p> <p><b>20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>										

	<p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> <li>a. An entity incorporated established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ol> <p>Explanation</p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</li> </ol> <ol style="list-style-type: none"> <li>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 juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</li> <li>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 juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</li> <li>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;</li> <li>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 through a chain of control or ownership.             <ol style="list-style-type: none"> <li>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</li> <li>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</li> </ol> </li> </ol>	
<p><b>21</b></p>	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p><b>21.1 Conciliation:</b></p>	

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

## **21.2 ARBITRATION:**

21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Delhi International Arbitration Centre (DIAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Delhi International Arbitration Centre (DIAC)**- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Delhi International Arbitration Centre (DIAC)**-for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Haridwar**.

21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Haridwar**.

21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

21.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid



	<p>conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
<b>22</b>	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS `1</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
<b>23</b>	<p><b>FORCE MAJEURE</b></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>a) beyond control of either of the parties to contract,</li> <li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ol style="list-style-type: none"> <li>i. War, hostilities, invasion, act of foreign enemies.</li> <li>ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>vii. Epidemic, pandemic etc.</li> </ol> </li> </ol> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>i) Constitute a default or breach of the Contract.</li> <li>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ol>	

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	23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.					
24	<b>Non-Disclosure Agreement:</b> All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: <a href="mailto:su-pal@bhel.in">su-pal@bhel.in</a> , <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a>					
25	<b>Cartel Formation</b> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.					
26	<b>Fraud Prevention Policy</b> Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.					
27	<b>Suspension of Business Dealings with Suppliers / Contractors:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> .  If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> .					
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table border="1"><tr><td><b>Surendra Pal /Dy. Manager (PPX-T)</b></td><td><b>Tuhin Kanti Dey /Manager (PPX-T)</b></td></tr><tr><td>Email ID: <a href="mailto:su-pal@bhel.in">su-pal@bhel.in</a></td><td>Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a></td></tr></table>	<b>Surendra Pal /Dy. Manager (PPX-T)</b>	<b>Tuhin Kanti Dey /Manager (PPX-T)</b>	Email ID: <a href="mailto:su-pal@bhel.in">su-pal@bhel.in</a>	Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a>	
<b>Surendra Pal /Dy. Manager (PPX-T)</b>	<b>Tuhin Kanti Dey /Manager (PPX-T)</b>					
Email ID: <a href="mailto:su-pal@bhel.in">su-pal@bhel.in</a>	Email ID: <a href="mailto:tuhindey@bhel.in">tuhindey@bhel.in</a>					
29	<b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:  a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Special conditions of the contract c. Technical Conditions of Contract (TCC) d. GISTC					
30	<b>Quality Requirements:</b> <ul style="list-style-type: none"><li>as per <b>Annexure-Quality Requirement.</b></li><li>Vendor to accept, endorse and return back BHEL QP (QP No. QP/QA/BPM/M/ADANI REV 00 &amp; QA/CF/QP/359 REV 09)</li></ul>					
31	<b>Validity:</b> Validity of the offer should be minimum 90 days from tender opening date.					
32	<b>Order Acknowledgement (If order awarded):</b> In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.					
33	<b>Conflict of interest:</b> A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. <b>The bidder found to have a conflict of</b>					

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	<p><b>interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner (s) in common; <b>or</b></li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; <b>or</b></li> <li>c) they have the same legal representative/agent for purposes of this bid; <b>or</b></li> <li>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder; or</u></li> <li>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</u></li> <li>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <b>or</b></li> <li>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></li> <li>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "</li> </ul>	
34	<p><b>Compliances of GISTC:</b></p> <p>Bidder/Vendor has to ensure the submission of their offer for Tender Enquiry only after the compliances of BHEL Haridwar's Buyer Added Bid Specific Additional Terms &amp; Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC). Please visit our site <a href="https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp">https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp</a> for Latest Version of General Instructions and Standard Terms &amp; Conditions (GISTC) for Tender Enquiries.</p>	
35	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
36	The evaluation currency for this tender shall be INR	
37	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
38	The total quantity may undergo change at the time of ordering.	
39	Vendor Contract clause regarding GST ITC and provision for E-invoices w.e.f. 01.10.2020 (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards. (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System. In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.	
40	Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed. a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored. c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender. d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. e. In case order is to be placed and executed by agent following aspects are to be ensured: • Manufacturer of the agent should meet the PQR as defined in tender. • Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT	
41	<p><b>Action against Bidders / vendor / supplier / contractor in case of default:</b></p> <p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery,</p>	

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	<p>fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>”.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>1.0 Integrity commitment, performance of the contract and punitive action thereof:</p> <p>1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p>1.2. Commitment by Bidder/ Supplier/ Contractor:</p> <p>1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</p> <p>1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.</p> <p>1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions.</p>	
<b>42</b>	<p><b>Pre-bid Meeting: Applicable</b></p> <ol style="list-style-type: none"> <li>There will be provision of Pre-bid meeting for this tender to enable prospective bidders for getting clarifications (if any) from BHEL, HEEP, Haridwar before submission of offers.</li> <li>Interested bidders must download tender documents before pre-bid meeting.</li> <li>The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised at that stage. The vendors are requested to submit any questions for clarifying issues and clearing doubts, if any, about the terms &amp; conditions, specifications and other allied technical details of the enquiry item within 7 days from the date of issue of enquiry.</li> <li>Pre-bid meeting will be scheduled on 10th day (in case of Sunday/public holiday, next working day will be considered) from the date of issue of this NIT. Meeting will be conducted vide MS Teams as per following schedule:  <div style="margin-left: 40px;">Monday, June 24, 2025 2:30 PM - 3:30 PM (IST)</div> </li> </ol> <p>Meeting link: <a href="https://teams.live.com/meet/9383947914630?p=hlskm8fMzczJ27Zuva">https://teams.live.com/meet/9383947914630?p=hlskm8fMzczJ27Zuva</a></p> <ol style="list-style-type: none"> <li>Bidders may send their queries in writing and email, both to reach the indenting unit not later than three (03) working days before the pre-bid meeting.</li> <li>BHEL, HEEP, Haridwar will take appropriate decision regarding making necessary amendment(s)/ corrigendum to the tender document as an outcome of the deliberations in the pre-bid meeting.</li> <li>It may not be possible to answer queries that are received late at the pre-bid meeting.</li> <li>Once the pre-bid meeting is over and issues are clarified, no query or objection or complaint shall be entertained in connection with the tender. Absence of any vendors in pre-bid meeting shall not be considered as justification for making query or objection thereto. Also, non-attendance in the pre-bid meeting is not a disqualification for participating in the tender process.</li> </ol>	
<b>43</b>	<p><b>IP Address of Buyer/Bidder:</b></p> <p>Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer &amp; the Bidder(s)/Seller(s). The received bids having matching/common IP address with either Bidder(s)/ Seller(s), shall be outrightly rejected &amp; shall not be considered for further evaluation</p>	

44	<p>Note:</p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Buyer Added Bid Specific Additional Terms &amp; Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS &amp; CONDITIONS (GISTC) will lead to rejection of offer.</li> <li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> <li>7. If vendor(s) do not mention anything about aforementioned clauses (s. no. 1-43) in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.</li> <li>8. The tender documents can be downloaded from our web site <a href="http://www.bhel.com/">www.bhel.com/</a> or <a href="https://hwr.bhel.com/bhelweb/Home.jsp">https://hwr.bhel.com/bhelweb/Home.jsp</a>. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/Demand Draft of requisite tender fee (while original to be submitted with Part-I). However, if no hard copy of any tender documents is required from BHEL, no tender fee is required to be submitted.</li> <li>9. This item is for commercial re-sale.</li> </ol>																			
45	<p><b>INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER</b></p> <p><b>Registered Vendors</b> - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.</p> <p><b>Un-registered Vendors</b> - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.</p> <p><b>TECHNICAL QUALIFICATION:</b> Technical Requirement, Pre-Qualifying Requirements/PQR &amp; Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.</p> <p><b>ESSENTIAL INSTRUCTIONS:</b></p> <p>Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Salient Details of Notice Inviting Tender (NIT)</th></tr> <tr> <th>Sl no.</th><th>Issue</th><th>Description</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td><td>Item details</td><td>As per Annexure- Item details</td></tr> <tr> <td style="text-align: center;">2</td><td>Issue of Tender Documents</td><td>From BHEL eProcurement website <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</td></tr> <tr> <td style="text-align: center;">3</td><td>Due Date of Offer Submission</td><td><b>Date: --07.07.2025 Time: 13:45 hrs</b> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a></td></tr> <tr> <td style="text-align: center;">4</td><td>Opening of Tender (Techno-Commercial Bid, Part-1)</td><td><b>Date: --07.07.2025 Time: 14.00 Hrs</b> Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal.</td></tr> </tbody> </table>	Salient Details of Notice Inviting Tender (NIT)			Sl no.	Issue	Description	1	Item details	As per Annexure- Item details	2	Issue of Tender Documents	From BHEL eProcurement website <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)	3	Due Date of Offer Submission	<b>Date: --07.07.2025 Time: 13:45 hrs</b> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>	4	Opening of Tender (Techno-Commercial Bid, Part-1)	<b>Date: --07.07.2025 Time: 14.00 Hrs</b> Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal.	
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# TENDER DOCUMENTS

			Participating bidders may witness the Opening online only	
	5	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and not in the newspapers. Bidders to keep themselves updated with all such information.	
46	<b>E-Procurement Portal Inputs:</b> Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.  Hardware and Software requirements for participating in e-tender  Please refer the website for the minimum system requirements and setting document for Bidders under the link: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>  Digital Signature: To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <a href="https://www.bhel.com">https://www.bhel.com</a>  NIC portal Helpdesk Contacts For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787  <b>Email Support</b> <b>Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority</b> <b>Technical - support-eproc@nic.in</b>  <b>Note:</b>  <b>Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected.</b>  <b>SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.</b>			
47	<b>Enclosure:</b> Annexure- (Item details) Annexure-TDC Annexure- PQR Annexure-QP Annexure-Quality Requirement Annexure- sub vendor questionnaire Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non -Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Annexure NDA (Non-Disclosure Agreement) Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL			



## **TENDER DOCUMENTS**

	<p>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-14: Bank Account Details for E-Payment</p> <p>Annexure-15: Power of Attorney for submission of tender.</p> <p>Annexure-16: Proforma of Bank Guarantee for Earnest Money.</p> <p>Annexure-17: Proforma of Bank Guarantee for Performance Security.</p> <p>Annexure-18: List of Consortium Bank.</p>	
<p style="text-align: right;">Vendor's Signature and seal</p>		



## Technical Delivery Condition for Procurement of Finish machined “BEARING PEDESTAL (FRONT)”

**TDC-01160156000**  
Rev. No. 00  
Dated: 02-04-2025

### Procurement of Finish machined “BEARING PEDESTAL (FRONT)”

Material code-W90311601090

Finish Machined- “**BEARING PEDESTAL (FRONT)**” for steam turbine is to be procured as per details and technical requirements furnished in this **TDC-01160156000**.

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### **01.00 Scope of work / supply**

The supplier to confirm adherence to the following points while submitting the offer:

- Manufacturing and supply of BEARING PEDESTAL (FRONT) should be as per BHEL BOM/drawing no. 01160156000 Var.00 along with all components including materials as per Bill of material i.e. BOM no. 01160156000 Var.00 including procurement of materials which majorly comprises of Castings.

### **02.00 Engineering Requirement**

1. Finish machining should be carried out taking care of every technical requirement of each item (drawings & standards) covered in BOM no. 01160156000.
2. List of major drawings / standards is enclosed at **Annexure-I**, however for detailed list refer respective BOM.
3. All dimensions in drawings are in millimeter. Drawings and documents furnished to supplier should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL (FRONT)”**

**TDC-01160156000**  
**Rev. No. 00**  
**Dated: 02-04-2025**



these documents or copy of these should be transferred to the third party without express permission of BHEL. On completion of supply, all documents must be returned to BHEL.

4. Supplier should confirm categorically that they shall meet all technical requirements listed in the drawings and specifications. Deviation if any should be referred to BHEL for concurrence before placement of purchase order.

### **03.00 Material Requirement**

1. Raw material of items / components i.e. Plates, and Castings shall be as per BHEL specification and drawing as given in BOM No. 01160156000 this Technical delivery condition (TDC) or material finalized during offer stage.
2. Casting supplier shall get manufacturing plan, quality plan, and NDE Scan plan approved from BHEL.
3. Machining should be carried out taking care of Casting drg. as well as finish machined drg. Technical requirements specified in the rough machined drg. should be taken care of before carrying out finish machining.
4. Before start of finish machining, acceptance of input raw material from BHEL/BHEL authorized inspection agency to be ensured.
5. Keel block as per casting specification to be sent to BHEL along with the casting, duly identified by BHEL/ authorised Third Party Inspection Agency.
6. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.

### **04.00 Technological Requirement**

1. Supplier must ensure all technical requirements indicated in the drawings / standards including:
  - (a) Surface finish (Ra value indicated in microns).
  - (b) Sizes and tolerances.
  - (c) Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity, etc.
  - (d) Dimensions shown within  or  on drawings are Critical to Quality (CTQ) etc.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL (FRONT)”**

**TDC-01160156000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

2. Machining should be carried out taking care of Rough machined (Casting) drg. as well as finish machined drg. Technical requirements specified in the rough machined Drg. should be taken care of before carrying out finish machining.
3. BHEL shall furnish clarifications, if any, w.r.t scope of work or drg. Dimensions/ technical requirements to the party to enable it to submit technical/ commercial offers.
4. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Strict confidentiality is to be maintained and under no circumstances these documents or copy of these should be transferred to third party without express permission of BHEL.
5. After finish machining, inspection report is to be submitted to BHEL for final clearance.
6. All technical requirements listed in drawings shall be fully met.
7. Leak test and Hydraulic test specified as per TR of Drg. 01160156000 (Sheet No.1) is in scope of vendor.
8. In case of any abnormality is observed during manufacturing, vendor shall immediately inform about the observed abnormality and the proposed corrective action to BHEL. Proper care shall be taken to assemble Bearing Pedestal & Cover to ensure its position as accurate as possible.
9. All the machining/assembly requirements are to be achieved and recorded as per QA document no-01160156000-LS of HP Front Bearing Pedestal & Cover.
10. Vendor to note that all tools, fixtures, measuring equipment's, technological items etc. required for manufacturing of subject item shall be arranged by vendor.
11. Drawing & documents specified in to Annexure-I may undergo minor revisions, however, quantum of manufacturing work will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest.
12. As finish machining is in scope of supply, hence supplier to take care and ensure all the dimensional and geometrical accuracy & tolerance are met with the specified surface finish as per Drg. requirements.
13. All the stage inspections should be followed as per Quality Plan / Assembly Requirements and its record should be kept by the supplier.
14. Inspection of the job at supplier's works shall be carried out by BHEL / NTPC / Customer / Agency Authorized by BHEL for which adequate prior notice (minimum 4 weeks) shall be given by the supplier.



### 05.00 Painting & conservation

Painting and conservation shall be as per BHEL specification 41001032500. For painting scheme refer sl. no. “a” of **Painting scheme 1** of 41001032500, however Primer, Intermediate paint and final paint to be done at vendor works (V) in place of BHEL works (W).

### 06.00 Packing

“Finish Machined- BEARING PEDESTAL (FRONT) shall be suitably packed to avoid any moistures ingress, preferably it should have wooden base or structure of channel having wood base so that none of the item is damaged. Packing should be suitable to protect against any damage to all surfaces during handling and transportation.

### 07.00 Test Certificates

Three hard copies and one soft copy of all test certificates like Material test certificate, Heat treatment report if any, NDT (Non-Destructive Test) reports, Dimensional reports, painting / conservation report etc. are to be submitted to BHEL.

### 08.00 ANNEXURE-I

#### List of Major Drawings, Standards & Specifications to be referred:

1. Bill of Material .....01160156000
2. BEARING PEDESTAL (FRONT).....01160156000
3. BEARING PEDESTAL Casting drawing..... 01160156901
4. PEDESTAL COVER Casting drawing..... 01165356901
5. Technological Blank..... 41160156001
6. Technological Blank..... 41160156002
7. Casting Specification ..... HW19793
8. Specification ..... HW10683
9. specification.....AA10119
10. specification.....AA10109
11. specification.....AA7123123
12. Standard.....ST05003

**Note:** Complete list of drawings, materials, standards and manufacturing specifications shall be as per 01160156000.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL (FRONT)”**

**TDC-01160156000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**09.00 ANNEXURE-II**

<b>Applicable BHEL Material Specification &amp; Requirement</b>	<b>Equivalent National / International Material Grades/ alternate grade acceptable</b>	<b>*Additional Mandatory Requirements</b>
AA10119: Structural steel weldable quality.	1) IS 2062 Grade E250-BR* 2) DIN EN10025-2 Gr S275JR* 3) S235JR EN10025-2*	IS:2062 Grade 250BR plate from BIS approved manufacturer is only acceptable. Plate above 12 mm thick (if required to be used) shall be normalized.
AA10109: Hot rolled carbon steel bar	1) Gr: 20C8 (C20) as per IS 1570 Part-2 2) E295, EN10025 3) 30 (GB 699) *	1) Carbon (C) content shall be $\leq 0.23\%$ 2) Steel shall be killed steel
Specification: HW19793 & HW0980834 Drawing No. 01160156901, 01165356901	GGG40.3	No alternate is permitted





Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL (FRONT)”

TDC-01160156000  
Rev. No. 00  
Dated: 02-04-2025

**010.00 RECORDS OF CHANGES**

Sl. No.	Para No. / Annexure No.	Doc. No. / Rev. No.	Reissue Rev. No.	Revision Date	Nature of Change



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL (FRONT)”**

**TDC-01160156000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**011.00 Suppliers / Vendors Declaration**

We hereby confirm that Component “**BEARING PEDESTAL (FRONT)**” as per Material code-**W90311601090** shall be supplied as per BHEL drawing and material fulfilling all given Technical requirement, criteria as stated in Drawings, Specification, Standard & Technical Delivery Condition (**TDC-01160156000**) completely. All clauses / conditions / requirements given in BHEL Drawing, BOM, **TDC-01160156000** and tender enquiry is acceptable to us.

Date:

Sign & Seal

Seal of Company



**Procurement of Finish machined “BEARING PEDESTAL & COVER (HP-IP)”**

**Material code-W90311701078**

Finish Machined- “BEARING PEDESTAL & COVER HP-IP” for 800MW steam turbine is to be procured as per details and technical requirements furnished in this TDC-01170132000.

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**01.00 Scope of work / supply**

The supplier to confirm adherence to the following points while submitting the offer:

- Manufacturing and supply of BEARING PEDESTAL & COVER HP-IP should be as per BHEL BOM/drawing no. 01170132000 Var.00 along with all components including materials as per Bill of material i.e. BOM no. 01170132000 Var.00 including procurement of materials which majorly comprises of Castings.

**02.00 Engineering Requirement**

1. Finish machining should be carried out taking care of every technical requirement of each item (drawings & standards) covered in BOM no. 01170132000.
2. List of major drawings / standards is enclosed at **Annexure-I**, however for detailed list refer respective BOM.
3. All dimensions in drawings are in millimeter. Drawings and documents furnished to supplier should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances





these documents or copy of these should be transferred to the third party without express permission of BHEL. On completion of supply, all documents must be returned to BHEL.

4. Supplier should confirm categorically that they shall meet all technical requirements listed in the drawings and specifications. Deviation if any should be referred to BHEL for concurrence before placement of purchase order.

### **03.00 Material Requirement**

1. Raw material of items / components i.e. Plates, and Castings shall be as per BHEL specification and drawing as given in BOM No. 01170132000 this Technical delivery condition (TDC) or material finalized during offer stage.
2. Casting supplier shall get manufacturing plan, quality plan, and NDE Scan plan approved from BHEL.
3. Machining should be carried out taking care of Casting drg. as well as finish machined drg. Technical requirements specified in the rough machined drg. should be taken care of before carrying out finish machining.
4. Before start of finish machining, acceptance of input raw material from BHEL/BHEL authorized inspection agency to be ensured.
5. Keel block as per casting specification to be sent to BHEL along with the casting, duly identified by BHEL/ authorised Third Party Inspection Agency.
6. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.

### **04.00 Technological Requirement**

1. Supplier must ensure all technical requirements indicated in the drawings / standards including:
  - (a) Surface finish (Ra value indicated in microns).
  - (b) Sizes and tolerances.
  - (c) Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity, etc.
  - (d) Dimensions shown within  or  on drawings are Critical to Quality (CTQ) etc.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER HP-IP”**

**TDC-01170132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

2. Machining should be carried out taking care of Rough machined (Casting) drg. as well as finish machined drg. Technical requirements specified in the rough machined Drg. should be taken care of before carrying out finish machining.
3. BHEL shall furnish clarifications, if any, w.r.t scope of work or drg. Dimensions/ technical requirements to the party to enable it to submit technical/ commercial offers.
4. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Strict confidentiality is to be maintained and under no circumstances these documents or copy of these should be transferred to third party without express permission of BHEL.
5. After finish machining, inspection report is to be submitted to BHEL for final clearance.
6. All technical requirements listed in drawings shall be fully met.
7. Leak test and Hydraulic test specified as per TR of Drg. 01170132000 (Sheet No.2) is in scope of vendor.
8. In case of any abnormality is observed during manufacturing, vendor shall immediately inform about the observed abnormality and the proposed corrective action to BHEL. Proper care shall be taken to assemble Bearing Pedestal & Cover to ensure its position as accurate as possible.
9. All the machining/assembly requirements are to be achieved and recorded as per QA document no-01170132000-LS of Bearing Pedestal & Cover HP-IP.
10. Vendor to note that all tools, fixtures, measuring equipment's, technological items etc. required for manufacturing of subject item shall be arranged by vendor.
11. Drawing & documents specified in to Annexure-I may undergo minor revisions, however, quantum of manufacturing work will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest.
12. As finish machining is in scope of supply, hence supplier to take care and ensure all the dimensional and geometrical accuracy & tolerance are met with the specified surface finish as per Drg. requirements.
13. All the stage inspections should be followed as per Quality Plan / Assembly Requirements and its record should be kept by the supplier.
14. Inspection of the job at supplier's works shall be carried out by BHEL / NTPC / Customer / Agency Authorized by BHEL for which adequate prior notice (minimum 4 weeks) shall be given by the supplier.



### 05.00 Painting & conservation

Painting and conservation shall be as per BHEL specification 41001032500. For painting scheme refer sl. no. “a” of **Painting scheme 1** of 41001032500, however Primer, Intermediate paint and final paint to be done at vendor works (V) in place of BHEL works (W).

### 06.00 Packing

“Finish Machined-BEARING PEDESTAL & COVER HP-IP” shall be suitably packed to avoid any moistures ingress, preferably it should have wooden base or structure of channel having wood base so that none of the item is damaged. Packing should be suitable to protect against any damage to all surfaces during handling and transportation.

### 07.00 Test Certificates

Three hard copies and one soft copy of all test certificates like Material test certificate, Heat treatment report if any, NDT (Non-Destructive Test) reports, Dimensional reports, painting / conservation report etc. are to be submitted to BHEL.

### 08.00 ANNEXURE-I

#### List of Major Drawings, Standards & Specifications to be referred:

1. Bill of Material .....01170132000
2. BEARING PEDESTAL & COVER HP-IP .....01170132000
3. BEARING PEDESTAL casting drawing..... 01170156903
4. PEDESTAL COVER casting drawing..... 01172256901
5. Casting Specification .....HW19791, HW19793
6. Filling piece.....41170156003
7. Gasket.....41170156004
8. Flange.....41170156005
9. Filling Piece ..... 41170156006
10. specification.....HW10683, AA10119
11. Standards.....AA7121123, ST05001

**Note:** Complete list of drawings, materials, standards and manufacturing specifications shall be as per 01170132000.





**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER HP-IP”**

**TDC-01170132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**09.00 ANNEXURE-II**

<b>Applicable BHEL Material Specification &amp; Requirement</b>	<b>Equivalent National / International Material Grades/ alternate grade acceptable</b>	<b>*Additional Mandatory Requirements</b>
AA10119: Structural steel weldable quality.	1)IS 2062 Grade E250-BR* 2)DIN EN10025-2 Gr S275JR* 3)S235JR EN10025-2*	IS:2062 Grade 250BR plate from BIS approved manufacturer is only acceptable. Plate above 12 mm thick (if required to be used) shall be normalized.
Specification: HW19791, HW19793, HW0980834 Drawing No. 01170156903, 01172256901	GGG40.3	No alternate is permitted



Technical Delivery Condition for Procurement of Finish  
machined "BEARING PEDESTAL & COVER HP-IP"

TDC-01170132000  
Rev. No. 00  
Dated: 02-04-2025

**010.00 RECORDS OF CHANGES**

Sl. No.	Para No. / Annexure No.	Doc. No. / Rev. No.	Reissue Rev. No.	Revision Date	Nature of Change



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER HP-IP”**

**TDC-01170132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**011.00 Suppliers / Vendors Declaration**

We hereby confirm that Component “BEARING PEDESTAL & COVER HP-IP” as per Material code- W90311824030 shall be supplied as per BHEL drawing and material fulfilling all given Technical requirement, criteria as stated in Drawings, Specification, Standard & Technical Delivery Condition (TDC-01170132000) completely. All clauses / conditions / requirements given in BHEL Drawing, BOM, TDC-01170132000 and tender enquiry is acceptable to us.

Date:

Sign & Seal

Seal of Company



**Procurement of Finish machined “BEARING PEDESTAL & COVER IP-LP”**

**Material code-W90311801099**

Finish Machined- “BEARING PEDESTAL & COVER IP-LP” for 800MW steam turbine is to be procured as per details and technical requirements furnished in this TDC-01180132000.

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**01.00 Scope of work / supply**

The supplier to confirm adherence to the following points while submitting the offer:

- Manufacturing and supply of BEARING PEDESTAL & COVER IP-LP should be as per BHEL BOM/drawing no. 01180132000 Var.00 along with all components including materials as per Bill of material i.e. BOM no. 01180132000 Var.00 including procurement of materials which majorly comprises of Castings.

**02.00 Engineering Requirement**

1. Finish machining should be carried out taking care of every technical requirement of each item (drawings & standards) covered in BOM no. 01180132000.
2. List of major drawings / standards is enclosed at **Annexure-I**, however for detailed list refer respective BOM.
3. All dimensions in drawings are in millimeter. Drawings and documents furnished to supplier should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER IP-LP”**

**TDC-01180132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**



these documents or copy of these should be transferred to the third party without express permission of BHEL. On completion of supply, all documents must be returned to BHEL.

4. Supplier should confirm categorically that they shall meet all technical requirements listed in the drawings and specifications. Deviation if any should be referred to BHEL for concurrence before placement of purchase order.

### **03.00 Material Requirement**

1. Raw material of items / components i.e. Plates, and Castings shall be as per BHEL specification and drawing as given in BOM No. 01180132000 this Technical delivery condition (TDC) or material finalized during offer stage.
2. Casting supplier shall get manufacturing plan, quality plan, and NDE Scan plan approved from BHEL.
3. Machining should be carried out taking care of Casting drg. as well as finish machined drg. Technical requirements specified in the rough machined drg. should be taken care of before carrying out finish machining.
4. Before start of finish machining, acceptance of input raw material from BHEL/BHEL authorized inspection agency to be ensured.
5. Keel block as per casting specification to be sent to BHEL along with the casting, duly identified by BHEL/ authorised Third Party Inspection Agency.
6. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.

### **04.00 Technological Requirement**

1. Supplier must ensure all technical requirements indicated in the drawings / standards including:
  - (a) Surface finish (Ra value indicated in microns).
  - (b) Sizes and tolerances.
  - (c) Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity, etc.
  - (d) Dimensions shown within  or  on drawings are Critical to Quality (CTQ) etc.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER IP-LP”**

**TDC-01180132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

2. Machining should be carried out taking care of Rough machined (Casting) drg. as well as finish machined drg. Technical requirements specified in the rough machined Drg. should be taken care of before carrying out finish machining.
3. BHEL shall furnish clarifications, if any, w.r.t scope of work or drg. Dimensions/ technical requirements to the party to enable it to submit technical/ commercial offers.
4. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Strict confidentiality is to be maintained and under no circumstances these documents or copy of these should be transferred to third party without express permission of BHEL.
5. After finish machining, inspection report is to be submitted to BHEL for final clearance.
6. All technical requirements listed in drawings shall be fully met.
7. Gravity leak test and Hydraulic test specified as per TR of Drg. 01180132000 (Sheet No.1) is in scope of vendor.
8. In case of any abnormality is observed during manufacturing, vendor shall immediately inform about the observed abnormality and the proposed corrective action to BHEL. Proper care shall be taken to assemble Bearing Pedestal & Cover to ensure its position as accurate as possible.
9. All the machining/assembly requirements are to be achieved and recorded as per QA document no-01180132000-LS of Bearing Pedestal & Cover IP-LP.
10. 10) Vendor to note that all tools, fixtures, measuring equipment's, technological items etc. required for manufacturing of subject item shall be arranged by vendor.
11. Drawing & documents specified in to Annexure-I may undergo minor revisions, however, quantum of manufacturing work will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest.
12. As finish machining is in scope of supply, hence supplier to take care and ensure all the dimensional and geometrical accuracy & tolerance are met with the specified surface finish as per Drg. requirements.
13. All the stage inspections should be followed as per Quality Plan / Assembly Requirements and its record should be kept by the supplier.
14. Inspection of the job at supplier's works shall be carried out by BHEL / NTPC / Customer / Agency Authorized by BHEL for which adequate prior notice (minimum 4 weeks) shall be given by the supplier.



### 05.00 Painting & conservation

Painting and conservation shall be as per BHEL specification 41001032500. For painting scheme refer sl. no. “a” of **Painting scheme 1** of 41001032500, however Primer, Intermediate paint and final paint to be done at vendor works (V) in place of BHEL works (W).

### 06.00 Packing

“Finish Machined-BEARING PEDESTAL & COVER IP-LP” shall be suitably packed to avoid any moistures ingress, preferably it should have wooden base or structure of channel having wood base so that none of the item is damaged. Packing should be suitable to protect against any damage to all surfaces during handling and transportation.

### 07.00 Test Certificates

Three hard copies and one soft copy of all test certificates like Material test certificate, Heat treatment report if any, NDT (Non-Destructive Test) reports, Dimensional reports, painting / conservation report etc. are to be submitted to BHEL.

### 08.00 ANNEXURE-I

**List of Major Drawings, Standards & Specifications to be referred:**

1. Bill of Material .....01180132000
2. BEARING PEDESTAL & COVER IP-LP .....01180132000
3. BEARING PEDESTAL & COVER casting drawing..... 01180158901
4. Filling Piece ..... 41180156003
5. Casting Specification ..... HW19791
6. Plate specification.....AA10119
7. Taper Pin.....HW10683, ST05006
8. Standard.....AA7123123

**Note: Complete list of drawings, materials, standards and manufacturing specifications shall be as per 01180132000.**





**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER IP-LP”**

**TDC-01180132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**09.00 ANNEXURE-II**

<b>Applicable BHEL Material Specification &amp; Requirement</b>	<b>Equivalent National / International Material Grades/ alternate grade acceptable</b>	<b>*Additional Mandatory Requirements</b>
AA10119: Structural steel weldable quality.	1)IS 2062 Grade E250-BR* 2)DIN EN10025-2 Gr S275JR* 3)S235JR EN10025-2*	IS:2062 Grade 250BR plate from BIS approved manufacturer is only acceptable. Plate above 12 mm thick (if required to be used) shall be normalized.
Specification: HW19791 & HW0980834 Drawing No. 01180158901	GGG40.3	No alternate is permitted



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER IP-LP”**

**TDC-01180132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**010.00 RECORDS OF CHANGES**

<b>Sl. No.</b>	<b>Para No. / Annexure No.</b>	<b>Doc. No. / Rev. No.</b>	<b>Reissue Rev. No.</b>	<b>Revision Date</b>	<b>Nature of Change</b>



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER IP-LP”**

**TDC-01180132000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**011.00 Suppliers / Vendors Declaration**

We hereby confirm that Component “BEARING PEDESTAL & COVER IP-LP” as per Material code- W90311824030 shall be supplied as per BHEL drawing and material fulfilling all given Technical requirement, criteria as stated in Drawings, Specification, Standard & Technical Delivery Condition (TDC-01180132000) completely. All clauses / conditions / requirements given in BHEL Drawing, BOM, TDC-01180132000 and tender enquiry is acceptable to us.

Date:

Sign & Seal

Seal of Company



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-LP”**

**TDC-01182458000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**Procurement of Finish machined “BEARING PEDESTAL & COVER LP-LP”**

**Material code-W90311824030**

Finish Machined- “BEARING PEDESTAL & COVER LP-LP” for 800MW steam turbine is to be procured as per details and technical requirements furnished in this TDC-01182458000.

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**01.00 Scope of work / supply**

The supplier to confirm adherence to the following points while submitting the offer:

- Manufacturing and supply of BEARING PEDESTAL & COVER LP-LP should be as per BHEL BOM/drawing no. 01182458000 Var.00 along with all components including materials as per Bill of material i.e. BOM no. 01182458000 Var.00 including procurement of materials which majorly comprises of Castings.

**02.00 Engineering Requirement**

1. Finish machining should be carried out taking care of every technical requirement of each item (drawings & standards) covered in BOM no. 01182458000.
2. List of major drawings / standards is enclosed at **Annexure-I**, however for detailed list refer respective BOM.
3. All dimensions in drawings are in millimeter. Drawings and documents furnished to supplier should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances



**Technical Delivery Condition for Procurement of Finish machined “BEARING PEDESTAL & COVER LP-LP”**

**TDC-01182458000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

these documents or copy of these should be transferred to the third party without express permission of BHEL. On completion of supply, all documents must be returned to BHEL.

4. Supplier should confirm categorically that they shall meet all technical requirements listed in the drawings and specifications. Deviation if any should be referred to BHEL for concurrence before placement of purchase order.

### **03.00 Material Requirement**

1. Raw material of items / components i.e. Plates, and Castings shall be as per BHEL specification and drawing as given in BOM No. 01182458000 this Technical delivery condition (TDC) or material finalized during offer stage.
2. Casting supplier shall get manufacturing plan, quality plan, and NDE Scan plan approved from BHEL.
3. Machining should be carried out taking care of Casting drg. as well as finish machined drg. Technical requirements specified in the rough machined drg. should be taken care of before carrying out finish machining.
4. Before start of finish machining, acceptance of input raw material from BHEL/BHEL authorized inspection agency to be ensured.
5. Keel block as per casting specification to be sent to BHEL along with the casting, duly identified by BHEL/ authorised Third Party Inspection Agency.
6. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.

### **04.00 Technological Requirement**

1. Supplier must ensure all technical requirements indicated in the drawings / standards including:
  - a) Surface finish (Ra value indicated in microns).
  - b) Sizes and tolerances.
  - c) Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity, etc.
  - d) Dimensions shown within ☐ or ☐ on drawings are Critical to Quality (CTQ) etc.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-LP”**

**TDC-01182458000**  
**Rev. No. 00**  
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2. Machining should be carried out taking care of Rough machined (Casting) drg. as well as finish machined drg. Technical requirements specified in the rough machined Drg. should be taken care of before carrying out finish machining.
3. BHEL shall furnish clarifications, if any, w.r.t scope of work or drg. Dimensions/ technical requirements to the party to enable it to submit technical/ commercial offers.
4. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Strict confidentiality is to be maintained and under no circumstances these documents or copy of these should be transferred to third party without express permission of BHEL.
5. After finish machining, inspection report is to be submitted to BHEL for final clearance.
6. All technical requirements listed in drawings shall be fully met.
7. Hydraulic test specified as per TR of Drg. -01182458000 (Sheet No.1) is in scope of vendor.
8. In case of any abnormality is observed during manufacturing, vendor shall immediately inform about the observed abnormality and the proposed corrective action to BHEL. Proper care shall be taken to assemble Bearing Pedestal & Cover to ensure its position as accurate as possible.
9. All the machining/assembly requirements are to be achieved and recorded as per QA document no-01182458000-LS of Bearing Pedestal & Cover LP-LP.
10. Vendor to note that all tools, fixtures, measuring equipment's, technological items etc. required for manufacturing of subject item shall be arranged by vendor.
11. Drawing & documents specified in to Annexure-I may undergo minor revisions, however, quantum of manufacturing work will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest.
12. As finish machining is in scope of supply, hence supplier to take care and ensure all the dimensional and geometrical accuracy & tolerance are met with the specified surface finish as per Drg. requirements.
13. All the stage inspections should be followed as per Quality Plan / Assembly Requirements and its record should be kept by the supplier.
14. Inspection of the job at supplier's works shall be carried out by BHEL / NTPC / Customer / Agency Authorized by BHEL for which adequate prior notice (minimum 4 weeks) shall be given by the supplier.



### **05.00 Painting & conservation**

Painting and conservation shall be as per BHEL specification 41001032500. For painting scheme refer sl. no. “a” of **Painting scheme 1** of 41001032500, however Primer, Intermediate paint and final paint to be done at vendor works (V) in place of BHEL works (W).

### **06.00 Packing**

“Finish Machined-BEARING PEDESTAL & COVER LP-LP” shall be suitably packed to avoid any moistures ingress, preferably it should have wooden base or structure of channel having wood base so that none of the item is damaged. Packing should be suitable to protect against any damage to all surfaces during handling and transportation.

### **07.00 Test Certificates**

Three hard copies and one soft copy of all test certificates like Material test certificate, Heat treatment report if any, NDT (Non-Destructive Test) reports, Dimensional reports, painting / conservation report etc. are to be submitted to BHEL.

### **08.00 ANNEXURE-I**

**List of Major Drawings, Standards & Specifications to be referred:**

1. Bill of Material .....01182458000
2. BEARING PEDESTAL & COVER LP-LP .....01182458000
3. BEARING PEDESTAL & COVER casting drawing..... 01182458901
4. Blanking Plate ..... 41180356001
5. Casting Specification ..... HW19791
6. Plate specification.....AA10119
7. Taper Pin.....HW10683, ST05006

**Note: Complete list of drawings, materials, standards and manufacturing specifications shall be as per 01182458000.**





**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-LP”**

**TDC-01182458000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**09.00 ANNEXURE-II**

<b>Applicable BHEL Material Specification &amp; Requirement</b>	<b>Equivalent National / International Material Grades/ alternate grade acceptable</b>	<b>*Additional Mandatory Requirements</b>
AA10119: Structural steel weldable quality.	1)IS 2062 Grade E250-BR* 2)DIN EN10025-2 Gr S275JR* 3)S235JR EN10025-2*	IS:2062 Grade 250BR plate from BIS approved manufacturer is only acceptable. Plate above 12 mm thick (if required to be used) shall be normalized.
Specification: HW19791 & HW0980834 Drawing No. 01182458901	GGG40.3	No alternate is permitted



Technical Delivery Condition for Procurement of Finish  
machined "BEARING PEDESTAL & COVER LP-LP"

TDC-01182458000  
Rev. No. 00  
Dated: 02-04-2025

**010.00 RECORDS OF CHANGES**

Sl. No.	Para No. / Annexure No.	Doc. No. / Rev. No.	Reissue Rev. No.	Revision Date	Nature of Change



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-LP”**

**TDC-01182458000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**011.00 Suppliers / Vendors Declaration**

We hereby confirm that Component “BEARING PEDESTAL & COVER LP-LP” as per Material code- W90311824030 shall be supplied as per BHEL drawing and material fulfilling all given Technical requirement, criteria as stated in Drawings, Specification, Standard & Technical Delivery Condition (TDC-01182458000) completely. All clauses / conditions / requirements given in BHEL Drawing, BOM, TDC-01182458000 and tender enquiry is acceptable to us.

Date:

Sign & Seal

Seal of Company



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”**

**TDC-01180339000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**Procurement of Finish machined “BEARING PEDESTAL & COVER (LP-GEN)”**

**Material code-W90311803113**

Finish Machined- “BEARING PEDESTAL & COVER LP-GEN” for 800MW steam turbine is to be procured as per details and technical requirements furnished in this TDC-01180339000.

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**01.00 Scope of work / supply**

The supplier to confirm adherence to the following points while submitting the offer:

- Manufacturing and supply of BEARING PEDESTAL & COVER LP-GEN should be as per BHEL BOM/drawing no. 01180339000 Var.00 along with all components including materials as per Bill of material i.e. BOM no. 01180339000 Var.00 including procurement of materials which majorly comprises of Castings.

**02.00 Engineering Requirement**

1. Finish machining should be carried out taking care of every technical requirement of each item (drawings & standards) covered in BOM no. 01180339000.
2. List of major drawings / standards is enclosed at **Annexure-I**, however for detailed list refer respective BOM.
3. All dimensions in drawings are in millimeter. Drawings and documents furnished to supplier should be treated as BHEL property. Strict confidentiality is to be maintained and under no circumstances



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”**

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
these documents or copy of these should be transferred to the third party without express permission of BHEL. On completion of supply, all documents must be returned to BHEL.

4. Supplier should confirm categorically that they shall meet all technical requirements listed in the drawings and specifications. Deviation if any should be referred to BHEL for concurrence before placement of purchase order.

### **03.00 Material Requirement**

1. Raw material of items / components i.e. Plates, and Castings shall be as per BHEL specification and drawing as given in BOM No. 01180339000 this Technical delivery condition (TDC) or material finalized during offer stage.
2. Casting supplier shall get manufacturing plan, quality plan, and NDE Scan plan approved from BHEL.
3. Machining should be carried out taking care of Casting drg. as well as finish machined drg. Technical requirements specified in the rough machined drg. should be taken care of before carrying out finish machining.
4. Before start of finish machining, acceptance of input raw material from BHEL/BHEL authorized inspection agency to be ensured.
5. Keel block as per casting specification to be sent to BHEL along with the casting, duly identified by BHEL/ authorised Third Party Inspection Agency.
6. No flaws like blow holes, shrinkage, inclusions etc. should open up during machining. However, if any flaw opens up during machining, vendor shall immediately intimate detail and location of flaw and corrective action proposed. Further machining will be suspended till BHEL approves corrective action.

### **04.00 Technological Requirement**

1. Supplier must ensure all technical requirements indicated in the drawings / standards including:
  - (a) Surface finish (Ra value indicated in microns).
  - (b) Sizes and tolerances.
  - (c) Geometrical accuracies e.g. run-outs, concentricity, parallelism, perpendicularity, etc.
  - (d) Dimensions shown within  or  on drawings are Critical to Quality (CTQ) etc.



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”**

**TDC-01180339000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

2. Machining should be carried out taking care of Rough machined (Casting) drg. as well as finish machined drg. Technical requirements specified in the rough machined Drg. should be taken care of before carrying out finish machining.
3. BHEL shall furnish clarifications, if any, w.r.t scope of work or drg. Dimensions/ technical requirements to the party to enable it to submit technical/ commercial offers.
4. One complete set of all relevant drawings and product standards shall be furnished to the supplier for submitting the offer. Strict confidentiality is to be maintained and under no circumstances these documents or copy of these should be transferred to third party without express permission of BHEL.
5. After finish machining, inspection report is to be submitted to BHEL for final clearance.
6. All technical requirements listed in drawings shall be fully met.
7. Gravity leak test and Hydraulic test specified as per TR of Drg. 01180339000 (Sheet No.1) is in scope of vendor.
8. In case of any abnormality is observed during manufacturing, vendor shall immediately inform about the observed abnormality and the proposed corrective action to BHEL. Proper care shall be taken to assemble Bearing Pedestal & Cover to ensure its position as accurate as possible.
9. All the machining/assembly requirements are to be achieved and recorded as per QA document no-01180339000-LS of Bearing Pedestal & Cover LP-LP.
10. Vendor to note that all tools, fixtures, measuring equipment's, technological items etc. required for manufacturing of subject item shall be arranged by vendor.
11. Drawing & documents specified in to Annexure-I may undergo minor revisions, however, quantum of manufacturing work will remain same with minor variation. If any drawing undergoes revision, it shall be communicated to supplier at the earliest.
12. As finish machining is in scope of supply, hence supplier to take care and ensure all the dimensional and geometrical accuracy & tolerance are met with the specified surface finish as per Drg. requirements.
13. All the stage inspections should be followed as per Quality Plan / Assembly Requirements and its record should be kept by the supplier.
14. Inspection of the job at supplier's works shall be carried out by BHEL / NTPC / Customer / Agency Authorized by BHEL for which adequate prior notice (minimum 4 weeks) shall be given by the supplier.



### 05.00 Painting & conservation

Painting and conservation shall be as per BHEL specification 41001032500. For painting scheme refer sl. no. “a” of **Painting scheme 1** of 41001032500, however Primer, Intermediate paint and final paint to be done at vendor works (V) in place of BHEL works (W).

### 06.00 Packing

“Finish Machined-BEARING PEDESTAL & COVER LP-GEN” shall be suitably packed to avoid any moistures ingress, preferably it should have wooden base or structure of channel having wood base so that none of the item is damaged. Packing should be suitable to protect against any damage to all surfaces during handling and transportation.

### 07.00 Test Certificates

Three hard copies and one soft copy of all test certificates like Material test certificate, Heat treatment report if any, NDT (Non-Destructive Test) reports, Dimensional reports, painting / conservation report etc. are to be submitted to BHEL.

### 08.00 ANNEXURE-I

**List of Major Drawings, Standards & Specifications to be referred:**

1. Bill of Material .....01180339000
2. BEARING PEDESTAL & COVER LP-GEN .....01180339000
3. BEARING PEDESTAL & COVER casting drawing..... 01180358901
4. Blanking Plate ..... 41180356001
5. Casting Specification ..... HW19791
6. Plate specification.....AA10119
7. Taper Pin.....HW10683, ST05006

**Note:** Complete list of drawings, materials, standards and manufacturing specifications shall be as per 01180339000.





**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”**

**TDC-01180339000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**09.00 ANNEXURE-II**

<b>Applicable BHEL Material Specification &amp; Requirement</b>	<b>Equivalent National / International Material Grades/ alternate grade acceptable</b>	<b>*Additional Mandatory Requirements</b>
AA10119: Structural steel weldable quality.	1)IS 2062 Grade E250-BR* 2)DIN EN10025-2 Gr S275JR* 3)S235JR EN10025-2*	IS:2062 Grade 250BR plate from BIS approved manufacturer is only acceptable. Plate above 12 mm thick (if required to be used) shall be normalized.
Specification: HW19791 & HW0980834 Drawing No. 01180358901	GGG40.3	No alternate is permitted



Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”

TDC-01180339000  
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**010.00 RECORDS OF CHANGES**

Sl. No.	Para No. / Annexure No.	Doc. No. / Rev. No.	Reissue Rev. No.	Revision Date	Nature of Change



**Technical Delivery Condition for Procurement of Finish  
machined “BEARING PEDESTAL & COVER LP-GEN”**

**TDC-01180339000**  
**Rev. No. 00**  
**Dated: 02-04-2025**

**011.00 Suppliers / Vendors Declaration**

We hereby confirm that Component “BEARING PEDESTAL & COVER LP-GEN” as per Material code- W90311824030 shall be supplied as per BHEL drawing and material fulfilling all given Technical requirement, criteria as stated in Drawings, Specification, Standard & Technical Delivery Condition (TDC-01180339000) completely. All clauses / conditions / requirements given in BHEL Drawing, BOM, TDC-01180339000 and tender enquiry is acceptable to us.

Date:

Sign & Seal

Seal of Company



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (FRONT) (Drg. No. 01160156000)

PQR\_11601\_20250401\_00

Dated: 01-04-2025

Mat Code: W90311601090

## Engineering Requirement

1	<p>Experience Required:</p> <p>(a) Bidder should be a manufacturer having in house facilities of casting &amp; machining both and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2160x851x814</b> and weighing <b>3 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Bidder should be a casting supplier having inhouse facilities of casting &amp; a valid Tie-up with a manufacturer who have the in-house Machining capabilities and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2160x851x814</b> and weighing <b>3 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Bidder should be a manufacturer having in-house facilities of machining &amp; a valid Tie-up with a casting supplier having in-house capabilities of casting. Bidder must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2160x851x814</b> and weighing <b>3 MT</b> or above in the last 10 years from the date of enquiry.</p>	<p>Bidder to confirm/ Submit the following.</p> <p>(a) Bidder to submit the certificate of manufacturer.</p> <p>(b) Bidder to tick and confirm explicitly under which clause they are claiming the experience.</p> <ul style="list-style-type: none"> <li>• 1(a) <input type="checkbox"/></li> <li>• 1(b) <input type="checkbox"/></li> <li>• 1(c) <input type="checkbox"/></li> </ul> <p>(c) Bidder to submit the relevant agreement between the parties if they are qualifying through clause no. <b>1(b) or 1(c)</b></p> <p>(d) Unpriced Copy of successfully executed PO.</p> <p>(e) Customer acceptance certificate for supplied item.</p> <p>(f) Any document corroborating the weight of item supplied.</p>	
2	<p><b>PQR_11601_20250401_00 &amp; TDC-01160156000</b> are to be signed and stamped in original by Bidder to confirm their acceptance in totality.</p>	<p>Bidder to submit signed and stamped PQR &amp; TDC documents.</p>	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (FRONT) (Drg. No. 01160156000)

PQR\_11601\_20250401\_00

Dated: 01-04-2025

Mat Code: W90311601090

### Technological Requirement

3	<p>Machining Company must have following Machining facility Installed &amp; Operational at their works: -</p> <p><b><u>CNC Horizontal Boring Machine or Equivalent Machine:</u></b></p> <ul style="list-style-type: none"><li>• X-Traversal: 3000 mm or more</li><li>• Y Traversal: 1500 mm or more</li><li>• Total Ram + Spindle Stroke-1200 mm or more</li><li>• CNC Horizontal Boring machine with suitable attachments (like Right angle Milling head, Boring &amp; Facing head, Rotary table etc.) for machining of joint plane, holes, pocket, slot, details, bores etc. in Bearing Pedestal and cover, individually &amp; in assembled condition as per drawing, TR &amp; Technical Delivery requirement.</li></ul>	Machining company to submit machine details along with photograph & its geometrical accuracies.	
	<p><b><u>Drilling Machine:</u></b></p> <p>Drilling machine suitable for machining of holes, threaded holes etc. as per drawing, TR &amp; Technical Delivery requirements.</p>	Machining company to confirm & submit machine details along with photograph.	
4	<p>Company having machining facility to confirm that machines are available at their works &amp; are in good working condition with capability of achieving accuracies, surface finish &amp; tolerances as per drawing requirements. If necessary, Machining company can suggest alternate machines (other than specified for machining job with accuracies, surface finish &amp; tolerances as per drawing, for review &amp; acceptance by BHEL.</p>	Machining company to confirm & submit machine details along with photograph.	
5	<p>Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as required).</p>	Machining company to confirm.	





## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (FRONT) (Drg. No. 01160156000)

PQR\_11601\_20250401\_00

Dated: 01-04-2025

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	Machining company must have suitable facility for lifting / handling the subject job.		
6	Machining company should have EOT crane with suitable hook height & capacity 4 Tons or more with auxiliary hook suitable for lifting, handling & overturning the Job.	Machining company to confirm and specify details.	
7	<b>Fitting work: -</b> Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
8	Machining company to confirm that all the dimensions & surface finish of machined components shall be as per Drawings, Technical Requirements.	Machining company to confirm.	
9	The machining centre must have adequate inspection facility suitable for complete inspection of machined components.	Machining company to confirm.	
10	Machining company to note that all tools, measuring equipment, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm	
11	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to note and confirm.	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (FRONT) (Drg. No. 01160156000)

PQR\_11601\_20250401\_00  
Dated: 01-04-2025  
Mat Code: W90311601090

### Material Requirement

12	Casting manufacturer must have successfully manufactured and supplied at least one casting in Nodular Cast Iron material grade GGG40.3 or GGG40 or higher of minimum weight of 3 MT in last 10 years from tender issue date.	a) Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. b) Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. c) Any document corroborating the weight of casting supplied	
13	Casting manufacturer must have adequate in-house melting, moulding, handling and heat treatment facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
14	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab	Casting manufacturer to confirm	
15	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	





## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (HP-IP) (Drg. No. 01170132000)

PQR\_11701\_20250401\_00

Dated: 01-04-2025

Mate Code: W90311701078

### Engineering Requirement

1	<p>Experience Required:</p> <p>(a) Bidder should be a manufacturer having in house facilities of casting &amp; machining both and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2370x1125x1091</b> and weighing <b>6 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Bidder should be a casting supplier having inhouse facilities of casting &amp; a valid Tie-up with a manufacturer who have the in-house Machining capabilities and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2370x1125x1091</b> and weighing <b>6 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Bidder should be a manufacturer having in-house facilities of machining &amp; a valid Tie-up with a casting supplier having in-house capabilities of casting. Bidder must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>2370x1125x1091</b> and weighing <b>6 MT</b> or above in the last 10 years from the date of enquiry.</p>	<p>Vendor to confirm/ Submit the following.</p> <p>(a) Vendor to submit the certificate of manufacturer.</p> <p>(b) Vendor to tick and confirm explicitly under which clause they are claiming the experience.</p> <ul style="list-style-type: none"><li>• 1(a) <input type="checkbox"/></li><li>• 1(b) <input type="checkbox"/></li><li>• 1(c) <input type="checkbox"/></li></ul> <p>(c) Vendor to submit the relevant agreement between the parties if they are qualifying through clause no. <b>1(b) or 1(c)</b></p> <p>(d) Unpriced Copy of successfully executed PO.</p> <p>(e) Customer acceptance certificate for supplied item.</p> <p>(f) Any document corroborating the weight of item supplied.</p>	
2	<p><b>PQR_11701_20250401_00 &amp; TDC-01170132000</b> are to be signed and stamped in original by Vendor to confirm their acceptance in totality.</p>	<p>Vendor to submit signed and stamped PQR &amp; TDC documents.</p>	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (HP-IP) (Drg. No. 01170132000)

PQR\_11701\_20250401\_00  
Dated: 01-04-2025  
Mate Code: W90311701078

### Technological Requirement

3	<p>Machining Company must have following Machining facility Installed &amp; Operational at their works: -</p> <p><b><u>CNC Horizontal Boring Machine or Equivalent Machine:</u></b></p> <ul style="list-style-type: none"><li>• X-Traverse: 3800 mm or more</li><li>• Y Traverse: 1700 mm or more</li><li>• Total Ram + Spindle Stroke-1200 mm or more</li><li>• CNC Horizontal Boring machine with suitable attachments (like Right angle Milling head, Boring &amp; Facing head, Rotary table etc.) for machining of joint plane, holes, pocket, slot, details, bores etc. in Bearing Pedestal and cover, individually &amp; in assembled condition as per drawing, TR &amp; Technical Delivery requirement.</li></ul>	Machining company to submit machine details along with photograph & its geometrical accuracies.	
	<p><b><u>Drilling Machine:</u></b></p> <p>Drilling machine suitable for machining of holes, threaded holes etc. as per drawing, TR &amp; Technical Delivery requirements.</p>	Machining company to confirm & submit machine details along with photograph.	
4	<p>Company having machining facility to confirm that machines are available at their works &amp; are in good working condition with capability of achieving accuracies, surface finish &amp; tolerances as per drawing requirements. If necessary, Machining company can suggest alternate machines (other than specified for machining job with accuracies, surface finish &amp; tolerances as per drawing, for review &amp; acceptance by BHEL.</p>	Machining company to confirm & submit machine details along with photograph.	
5	<p>Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as required). Machining company must have</p>	Machining company to confirm.	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (HP-IP) (Drg. No. 01170132000)

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	suitable facility for lifting / handling the subject job.		
6	Machining company should have EOT crane with suitable hook height & capacity 10 Tons or more with auxiliary hook suitable for lifting, handling & overturning the Job.	Machining company to confirm and specify details.	
7	<b>Fitting work: -</b> Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
8	Machining company to confirm that all the dimensions & surface finish of machined components shall be as per Drawings, Technical Requirements.	Machining company to confirm.	
9	The machining centre must have adequate inspection facility suitable for complete inspection of machined components.	Machining company to confirm.	
10	Machining company to note that all tools, measuring equipment, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm	
11	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to note and confirm.	





## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (HP-IP) (Drg. No. 01170132000)

PQR\_11701\_20250401\_00

Dated: 01-04-2025

Mate Code: W90311701078

### Material Requirement

12	Casting manufacturer must have successfully manufactured and supplied at least one casting in Nodular Cast Iron material grade GGG40.3 or GGG40 or higher of minimum weight of 6 MT in last 10 years from tender issue date.	(a) Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. (b) Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. (c) Any document corroborating the weight of casting supplied	
13	Casting manufacturer must have adequate in-house melting, moulding, handling and heat treatment facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
14	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab	Casting manufacturer to confirm	
15	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (IP-LP) (Drg. No. 01180132000)

PQR\_11801\_20250401\_00

Dated: 01-04-2025

Mat Code: W90311801099

### Engineering Requirement

1	<p>Experience Required:</p> <p>(a) Bidder should be a manufacturer having in house facilities of casting &amp; machining both and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1151x1380</b> and weighing <b>14 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Bidder should be a casting supplier having inhouse facilities of casting &amp; a valid Tie-up with a manufacturer who have the in-house Machining capabilities and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1151x1380</b> and weighing <b>14 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Bidder should be a manufacturer having in-house facilities of machining &amp; a valid Tie-up with a casting supplier having in-house capabilities of casting. Bidder must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1151x1380</b> and weighing <b>14 MT</b> or above in the last 10 years from the date of enquiry.</p>	<p>Vendor to confirm/ Submit the following.</p> <p>(a) Vendor to submit the certificate of manufacturer.</p> <p>(b) Vendor to tick and confirm explicitly under which clause they are claiming the experience.</p> <ul style="list-style-type: none"><li>• 1(a) <input type="checkbox"/></li><li>• 1(b) <input type="checkbox"/></li><li>• 1(c) <input type="checkbox"/></li></ul> <p>(c) Vendor to submit the relevant agreement between the parties if they are qualifying through clause no. <b>1(b)</b> or <b>1(c)</b></p> <p>(d) Unpriced Copy of successfully executed PO.</p> <p>(e) Customer acceptance certificate for supplied item.</p> <p>(f) Any document corroborating the weight of item supplied.</p>	
2	<p><b>PQR_11801_20250401_00 &amp; TDC-01180132000</b> are to be signed and stamped in</p>	<p>Vendor to submit signed and stamped PQR &amp; TDC documents.</p>	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (IP-LP) (Drg. No. 01180132000)

PQR\_11801\_20250401\_00

Dated: 01-04-2025

Mat Code: W90311801099

	original by Vendor to confirm their acceptance in totality.		
<b>Technological Requirement</b>			
3	<p>Machining Company must have following Machining facility Installed &amp; Operational at their works: -</p> <p><b><u>CNC Horizontal Boring Machine or Equivalent Machine:</u></b></p> <ul style="list-style-type: none"><li>• X-Travel: 6000 mm or more</li><li>• Y Travel: 2500 mm or more</li><li>• Total Ram + Spindle Stroke-1200 mm or more</li><li>• CNC Horizontal Boring machine with suitable attachments (like Right angle Milling head, Boring &amp; Facing head, Rotary table etc.) for machining of joint plane, holes, pocket, slot, details, bores etc. in Bearing Pedestal and cover, individually &amp; in assembled condition as per drawing, TR &amp; Technical Delivery requirement.</li></ul>	Machining company to submit machine details along with photograph & its geometrical accuracies.	
	<p><b><u>Drilling Machine:</u></b></p> <p>Drilling machine suitable for machining of holes, threaded holes etc. as per drawing, TR &amp; Technical Delivery requirements.</p>	Machining company to confirm & submit machine details along with photograph.	
4	<p>Company having machining facility to confirm that machines are available at their works &amp; are in good working condition with capability of achieving accuracies, surface finish &amp; tolerances as per drawing requirements. If necessary, Machining company can suggest alternate machines (other than specified for machining job with accuracies, surface finish &amp; tolerances as per drawing, for review &amp; acceptance by BHEL.</p>	Machining company to confirm & submit machine details along with photograph.	





## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL (IP-LP) (Drg. No. 01180132000)

PQR\_11801\_20250401\_00  
Dated: 01-04-2025  
Mat Code: W90311801099

5	Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as required). Machining company must have suitable facility for lifting / handling the subject job.	Machining company to confirm.	
6	Machining company should have EOT crane with suitable hook height & capacity 20 Tons or more with auxiliary hook suitable for lifting, handling & overturning the Job.	Machining company to confirm and specify details.	
7	<b>Fitting work: -</b> Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
8	Machining company to confirm that all the dimensions & surface finish of machined components shall be as per Drawings, Technical Requirements.	Machining company to confirm.	
9	The machining centre must have adequate inspection facility suitable for complete inspection of machined components.	Machining company to confirm.	
10	Machining company to note that all tools, measuring equipment, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm	
11	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to note and confirm.	



**PRE-QUALIFICATION REQUIREMENTS**  
**BEARING PEDESTAL (IP-LP) (Drg. No. 01180132000)**

PQR\_11801\_20250401\_00  
Dated: 01-04-2025  
Mat Code: W90311801099

<b>Material Requirement</b>			
<b>12</b>	Casting manufacturer must have successfully manufactured and supplied at least one casting in Nodular Cast Iron material grade GGG40.3 or GGG40 or higher of minimum weight of <b>14 MT</b> in last 10 years from tender issue date.	(a) Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. (b) Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. (c) Any document corroborating the weight of casting supplied	
<b>13</b>	Casting manufacturer must have adequate in-house melting, moulding, handling and heat treatment facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
<b>14</b>	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab	Casting manufacturer to confirm	
<b>15</b>	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	





**PRE-QUALIFICATION REQUIREMENTS**  
**BEARING PEDESTAL(LP-LP) (Drg. No. 01182458000)**

PQR\_PQR\_11824\_20250401\_00  
Dated: 01-04-2025  
Mat code: W90311824030

**Engineering Requirement**

1	<p>Experience Required:</p> <p>(a) Bidder should be a manufacturer having in house facilities of casting &amp; machining both and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1343x1339</b> and weighing <b>14MT</b> or above in the last 10 years from the date of enquiry.</p> <p><b>OR</b></p> <p>(b) Bidder should be a casting supplier having inhouse facilities of casting &amp; a valid Tie-up with a manufacturer who have the in-house Machining capabilities and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1343x1339</b> and weighing <b>14 MT</b> or above in the last 10 years from the date of enquiry.</p> <p><b>OR</b></p> <p>(c) Bidder should be a manufacturer having in-house facilities of machining &amp; a valid Tie-up with a casting supplier having in-house capabilities of casting. Bidder must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1343x1339</b> and weighing <b>14 MT</b> or above in the last 10 years from the date of enquiry.</p>	<p>Vendor to confirm/ Submit the following.</p> <p>(a) Vendor to submit the certificate of manufacturer.</p> <p>(b) Vendor to tick and confirm explicitly under which clause they are claiming the experience.</p> <ul style="list-style-type: none"><li>• 1(a) <input type="checkbox"/></li><li>• 1(b) <input type="checkbox"/></li><li>• 1(c) <input type="checkbox"/></li></ul> <p>(c) Vendor to submit the relevant agreement between the parties if they are qualifying through clause no. <b>1(b) or 1(c)</b></p> <p>(d) Unpriced Copy of successfully executed PO.</p> <p>(e) Customer acceptance certificate for supplied item.</p> <p>(f) Any document corroborating the weight of item supplied.</p>	
2	<p><b>PQR_11824_20250401_00 &amp; TDC-01182458000</b> are to be signed and stamped in original by Vendor to confirm their acceptance in totality.</p>	<p>Vendor to submit signed and stamped PQR &amp; TDC documents.</p>	



**PRE-QUALIFICATION REQUIREMENTS**  
**BEARING PEDESTAL(LP-LP) (Drg. No. 01182458000)**

PQR\_PQR\_11824\_20250401\_00  
Dated: 01-04-2025  
Mat code: W90311824030

**Technological Requirement**

3	<p>Machining Company must have following Machining facility Installed &amp; Operational at their works: -</p> <p><b><u>CNC Horizontal Boring Machine or Equivalent Machine:</u></b></p> <ul style="list-style-type: none"><li>• X-Traverse: 6000 mm or more</li><li>• Y Traverse: 2500 mm or more</li><li>• Total Ram + Spindle Stroke-1200 mm or more</li><li>• CNC Horizontal Boring machine with suitable attachments (like Right angle Milling head, Boring &amp; Facing head, Rotary table etc.) for machining of joint plane, holes, pocket, slot, details, bores etc. in Bearing Pedestal and cover, individually &amp; in assembled condition as per drawing, TR &amp; Technical Delivery requirement.</li></ul>	Machining company to submit machine details along with photograph & its geometrical accuracies.	
	<p><b><u>Drilling Machine:</u></b></p> <p>Drilling machine suitable for machining of holes, threaded holes etc. as per drawing, TR &amp; Technical Delivery requirements.</p>	Machining company to confirm & submit machine details along with photograph.	
4	<p>Company having machining facility to confirm that machines are available at their works &amp; are in good working condition with capability of achieving accuracies, surface finish &amp; tolerances as per drawing requirements. If necessary, Machining company can suggest alternate machines (other than specified for machining job with accuracies, surface finish &amp; tolerances as per drawing, for review &amp; acceptance by BHEL.</p>	Machining company to confirm & submit machine details along with photograph.	



**PRE-QUALIFICATION REQUIREMENTS**  
**BEARING PEDESTAL(LP-LP) (Drg. No. 01182458000)**

PQR\_PQR\_11824\_20250401\_00  
Dated: 01-04-2025  
Mat code: W90311824030

5	Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as required). Machining company must have suitable facility for lifting / handling the subject job.	Machining company to confirm.	
6	Machining company should have EOT crane with suitable hook height & capacity 20 Tons or more with auxiliary hook suitable for lifting, handling & overturning the Job.	Machining company to confirm and specify details.	
7	<b><u>Fitting work: -</u></b> Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
8	Machining company to confirm that all the dimensions & surface finish of machined components shall be as per Drawings, Technical Requirements.	Machining company to confirm.	
9	The machining centre must have adequate inspection facility suitable for complete inspection of machined components.	Machining company to confirm.	
10	Machining company to note that all tools, measuring equipment, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm	
11	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to note and confirm.	





**PRE-QUALIFICATION REQUIREMENTS**  
**BEARING PEDESTAL(LP-LP) (Drg. No. 01182458000)**

PQR\_PQR\_11824\_20250401\_00  
Dated: 01-04-2025  
Mat code: W90311824030

**Material Requirement**

12	Casting manufacturer must have successfully manufactured and supplied at least one casting in Nodular Cast Iron material grade GGG40.3 or GGG40 or higher of minimum weight of <b>14 MT</b> in last 10 years from tender issue date.	<ul style="list-style-type: none"><li>- Purchase order copy alongwith invoice copy for supply of casting satisfying the given criteria.</li><li>- Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment.</li></ul> Any document corroborating the weight of casting supplied	
13	Casting manufacturer must have adequate in-house melting, moulding, handling and heat treatment facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
14	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab	Casting manufacturer to confirm	
15	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL(LP-GEN) (Drg. No. 01180339000)

PQR\_11803\_20250401\_00

Dated: 01-04-2025

Mat code: W90311803113

### Engineering Requirement

1	<p>Experience Required:</p> <p>(a) Bidder should be a manufacturer having in house facilities of casting &amp; machining both and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1076x1339</b> and weighing <b>13 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Bidder should be a casting supplier having inhouse facilities of casting &amp; a valid Tie-up with a manufacturer who have the in-house Machining capabilities and must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1076x1339</b> and weighing <b>13 MT</b> or above in the last 10 years from the date of enquiry.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Bidder should be a manufacturer having in-house facilities of machining &amp; a valid Tie-up with a casting supplier having in-house capabilities of casting. Bidder must have the experience of supplying at least 1 finish machined component of ferrous material with minimum dimensions <b>4403x1076x1339</b> and weighing <b>13 MT</b> or above in the last 10 years from the date of enquiry.</p>	<p>Vendor to confirm/ Submit the following.</p> <p>(a) Vendor to submit the certificate of manufacturer.</p> <p>(b) Vendor to tick and confirm explicitly under which clause they are claiming the experience.</p> <ul style="list-style-type: none"><li>• 1(a) <input type="checkbox"/></li><li>• 1(b) <input type="checkbox"/></li><li>• 1(c) <input type="checkbox"/></li></ul> <p>(c) Vendor to submit the relevant agreement between the parties if they are qualifying through clause no. <b>1(b) or 1(c)</b></p> <p>(d) Unpriced Copy of successfully executed PO.</p> <p>(e) Customer acceptance certificate for supplied item.</p> <p>(f) Any document corroborating the weight of item supplied.</p>	
2	<p><b>PQR_11803_20250401_00 &amp; TDC-01180339000</b> are to be signed and stamped in original by Vendor to confirm their acceptance in totality.</p>	<p>Vendor to submit signed and stamped PQR &amp; TDC documents.</p>	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL(LP-GEN) (Drg. No. 01180339000)

PQR\_11803\_20250401\_00

Dated: 01-04-2025

Mat code: W90311803113

### Technological Requirement

3	<p>Machining Company must have following Machining facility Installed &amp; Operational at their works: -</p> <p><b><u>CNC Horizontal Boring Machine or Equivalent Machine:</u></b></p> <ul style="list-style-type: none"><li>• X-Traverse: 6000 mm or more</li><li>• Y Traverse: 2500 mm or more</li><li>• Total Ram + Spindle Stroke-1200 mm or more</li><li>• CNC Horizontal Boring machine with suitable attachments (like Right angle Milling head, Boring &amp; Facing head, Rotary table etc.) for machining of joint plane, holes, pocket, slot, details, bores etc. in Bearing Pedestal and cover, individually &amp; in assembled condition as per drawing, TR &amp; Technical Delivery requirement.</li></ul>	Machining company to submit machine details along with photograph & its geometrical accuracies.	
	<p><b><u>Drilling Machine:</u></b></p> <p>Drilling machine suitable for machining of holes, threaded holes etc. as per drawing, TR &amp; Technical Delivery requirements.</p>	Machining company to confirm & submit machine details along with photograph.	
4	<p>Company having machining facility to confirm that machines are available at their works &amp; are in good working condition with capability of achieving accuracies, surface finish &amp; tolerances as per drawing requirements. If necessary, Machining company can suggest alternate machines (other than specified for machining job with accuracies, surface finish &amp; tolerances as per drawing, for review &amp; acceptance by BHEL.</p>	Machining company to confirm & submit machine details along with photograph.	
5	<p>Machining company must have suitable tooling / facility such as Marking Table / Machine Bed etc. in good working condition, to facilitate marking / transfer marking of job (as required). Machining</p>	Machining company to confirm.	





## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL(LP-GEN) (Drg. No. 01180339000)

PQR\_11803\_20250401\_00

Dated: 01-04-2025

Mat code: W90311803113

	company must have suitable facility for lifting / handling the subject job.		
6	Machining company should have EOT crane with suitable hook height & capacity 20 Tons or more with auxiliary hook suitable for lifting, handling & overturning the Job.	Machining company to confirm and specify details.	
7	<b>Fitting work: -</b> Machining company must have suitable facility / arrangement for different fitting / assembly works to be done as per drawing & TR.	Machining company to confirm.	
8	Machining company to confirm that all the dimensions & surface finish of machined components shall be as per Drawings, Technical Requirements.	Machining company to confirm.	
9	The machining centre must have adequate inspection facility suitable for complete inspection of machined components.	Machining company to confirm.	
10	Machining company to note that all tools, measuring equipment, technological items etc. required for manufacturing of subject item shall be arranged by them, in case of order.	Machining company to confirm	
11	BHEL reserves the right to verify the information provided by Machining company. BHEL may also visit Machining company works if so desired by BHEL. In case, the information provided by Machining company is found to be false/ incorrect, the offer shall be rejected.	Machining company to note and confirm.	



## PRE-QUALIFICATION REQUIREMENTS

BEARING PEDESTAL(LP-GEN) (Drg. No. 01180339000)

PQR\_11803\_20250401\_00

Dated: 01-04-2025

Mat code: W90311803113

### Material Requirement

12	Casting manufacturer must have successfully manufactured and supplied at least one casting in Nodular Cast Iron material grade GGG40.3 or GGG40 or higher of minimum weight of <b>13 MT</b> in last 10 years from tender issue date.	(a) Purchase order copy along with invoice copy for supply of casting satisfying the given criteria. (b) Test certificates of castings supplied meeting criteria mentioned. The TC must contain details of chemical composition, mechanical properties, NDT and heat treatment. (c) Any document corroborating the weight of casting supplied	
13	Casting manufacturer must have adequate in-house melting, moulding, handling and heat treatment facilities for manufacturing of castings enquired.	Details of in-house facility for melting, moulding and handling of castings.	
14	Casting manufacturer to confirm that they have all testing facility (in house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any testing, same to be got done through NABL accredited lab	Casting manufacturer to confirm	
15	Enquiry casting is required to be manufactured as per drawing and specifications (with all cross-referred standards) provided with enquiry.	Casting manufacturer to confirm	



## Annexure-Quality Requirement

Item: Bearing Pedestal (Finish machined) as per TDC (Without Bearing).

### **Quality Requirements**


- 1) CUSTOMER CONTROLLED ITEM W.R.T. VENDOR'S APPROVAL, VENDOR/SUB-VENDOR QP APPROVAL CUSTOMER INSPECTION AT VENDOR WORKS.
- 2) Ordering shall be done on end customer approved bidder. Vendor/sub-vendor (for Casting for Bearing pedestal and cover) shall also be approved by end customer. For approval of bidder, vendor and sub-vendors, Bidder has to submit completely filled NTPC formats ( SUB-VENDOR QUESTIONNAIRE with all annexures and 'supply experience with end customer performance feedback'). NTPC formats shall be filled by Vendor/sub-vendor (casting supplier) and vendor/sub-vendor (for Casting for Bearing pedestal and Bearings separately with all separate Annexures. During approval of vendor/Sub-vendor, if end customer comments are received on vendor proposal , bidder to provide clear and suitable replies to customer comments within 3 days of receipt of customer comment. If replies are not received from Bidder, the proposed vendor will be foreclosed by BHEL/ end customer after the specified time limit.
- 3) FOR CASTING OF BEARING PEDESTAL AND COVER, ORDERING SHALL BE DONE ON CUSTOMER APPROVED VENDOR. CUSTOMER APPROVED VENDORS ARE RV CASTING, VIMAL ALLOYS AND ISGEC.
- 4) Bidder to confirm and strictly follow the end customer approval conditions (if any).
- 5) VENDOR TO ENDORSE ATTACHED QPs FOR 'CASTING FOR BEARING PEDESTAL and cover' AND BEARING PEDESTAL
- 6) FOR 'BEARING PEDESTAL MACHINING', INSPECTION BY TPIA (TUV/BV/LRQA) AND END CUSTOMER AT FOREIGN VENDOR WORKS AS PER BHEL APPROVED QP (IF APPLICABLE). INSPECTION BY BHEL AND END CUSTOMER AT INDIAN VENDOR WORKS AS PER BHEL APPROVED QP.
- 7) FOR CASTING FOR BEARING PEDESTAL & COVER, INSPECTION BY TPIA (TUV/BV/LRQA) AT FOREIGN VENDOR WORKS AS PER BHEL APPROVED QP (IF APPLICABLE). INSPECTION BY BHEL TPIA QUEST AT INDIAN VENDOR WORKS AS PER BHEL APPROVED QP.
- 8) In case of indigenous vendor works, Inspection call to be given 15 days prior scheduled inspection date. Complete TCs to be provided for issuance of inspection clearance 15 days prior to scheduled dispatch.
- 9) In case of foreign vendor works, Inspection call to be given 45 days prior scheduled inspection date. Complete TCs to be provided for issuance of inspection clearance 15 days prior to scheduled dispatch.
- 10) Bidder to ensure to engage the TPIA inspector (LRQA/TUV/BV) for BHEL interfaces at foreign vendor works, IF APPLICABLE.
- 11) Bidder will provide all the information/ documents in ENGLISH Language only.
- 12) TEST CERTIFICATES ALONG WITH INSPECTION REPORTS (LEGIBLE AND IN ENGLISH LANGUAGE ONLY) SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE. ALSO INDEX SHEET TO BE PROVIDED BY VENDOR.
- 13) PAINTING AND PACKING SHALL BE DONE AS PER CUSTOMER APPROVED PROCEDURES/SCHEMES. CUSTOMER CONTRACT REQUIREMENT REGARDING PAINTING SHALL BE COMPLIED BY VENDOR ALONG WITH CUSTOMER APPROVED PAINTING SCHEDULE. PAINT SHALL BE PROCURED FROM CUSTOMER APPROVED VENDORS ONLY. SAME BRAND OF PAINT IS TO BE APPLIED FOR PRIMER, INTERMEDIATE COAT AND FINISH COAT.

Customer approved paint manufacturer are 1.Asian Paints India Ltd 2. Shalimar Paints 3.Jotun 4. Akzonobel 5. Berger Paints 6. Good lass Nerolac Paints 7. Bombay Paints 8. Jenson & Nicholson  
14) Additionally, Customer clearance shall be taken at related manufacturer works as per customer approved QP.

## Annexure-QP


Manufacturer Name and Address			MANUFACTURING QUALITY PLAN										APPLICABILITIES TO				
CUSTOMER ACCEPTED VENDORS only			ITEM		BEARING PEDESTAL MACHINING (as applicable as per PO)				Q.P. NO	QP/QA/BPM/M/ADANI				PROJECT		Adani's 800MW	
									DATE	13.05.2025							
									REV. NO.	00							
									PAGE NO.	Page 1 of 3							
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD		D	M	B	C	REMARK			
1	2	3	4	5	6	7	8	9	10	11	12	13					

VENDOR MUST GO THROUGH TDC (TECHNICAL DELIVERY CONDITIONS) AND OTHER ORDERING DOCUMENTS REQUIREMENTS BEFORE START OF MANUFACTURING													
MACHINING OF BEARING PEDESTAL TO BE DONE AT END CUSTOMER APPROVED VENDORS ONLY. Further sub-contracting of machining is not allowed.													
1.	<b>Castings for Bearing Pedestal and cover to be procured from end customer accepted vendors only, Vendor to follow Separate QP (No. QA/CF/QP/359 rev 09) at manufacturer works.</b>												
2.	Material Receiving Inspection for Castings for Bearing Pedestal and cover	Verification of TC and identification of material	Major	Visual inspection	100 %	As per drg., Standard & TDC	As per drg., Standard & TDC	MTC	✓	P	V	-	
3.	<b>For items, BLANKING PLATE, TAPER PIN, FILLING PIECE, PIN CYL, GASKET AND FLANGE (AS APPLICABLE AS PER BOM)</b>												
4.	Material Receiving Inspection	Verification of TC and identification of material	Major	Visual inspection	100 %	As per drg., Standard & TDC	As per drg., Standard & TDC	MTC	✓	P	V	-	<b>Plates to be procured from BIS approved vendor only.</b>
5.	<b>VENDOR MUST GO THROUGH TDC (TECHNICAL DELIVERY CONDITIONS) AND OTHER ORDERING DOCUMENTS REQUIREMENTS BEFORE START OF MACHINING</b>												

Manufacturer/Subcontractor	For BHEL Use  I B KUMAR, QA BHEL	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	CUSTOMER
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Manufacturer Name and Address			MANUFACTURING QUALITY PLAN										APPLICABILITIES TO			
CUSTOMER ACCEPTED VENDORS only			ITEM		BEARING PEDESTAL MACHINING (as applicable as per PO)			Q.P. NO	QP/QA/BPM/M/ADANI			PROJECT		Adani's 800MW		
								DATE		13.05.2025						
								REV. NO.		00						
								PAGE NO.		Page 2 of 3						
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD		D	M	B	C	REMARK		
1	2	3	4	5	6	7	8	9	10	11	12	13				
															14	

6.	MACHINED DIMENSIONS INCLUDING ON MACHINE DIMENSIONS perpendicularity, Parallelism, runout etc.	DIMENSIONS	MAJOR	MEASURE MENT	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATION SHEET and LOGSHEET	√	P	W	W	Machined dimensions which are not appearing in logsheet, the observation sheet to be filled by vendor.  CHP, WITNESS BY CUSTOMER AS PER LOGSHEET.
7.	ALL HOLES AND ITS SIZE	CHECKING OF NO. OF HOLES, ITS LOCATION AND SIZE	MAJOR	MEASURE MENT	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATION SHEET/ LOGSHEET	√	P	W	W	CHP
8.	LEAK TEST	LEAK TEST FOR 12 HOURS	MAJOR	HYDRAULI C	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	Hyd. Test report	√	P	W	W	CHP
9.	Hydro test	HYDRO TEST OF OIL LINES	MAJOR	HYDRAULI C	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	Hyd. Test report	√	P	W		CHP


Manufacturer/Subcontractor	For BHEL Use  I B KUMAR, QA BHEL	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	CUSTOMER
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Manufacturer Name and Address			MANUFACTURING QUALITY PLAN										APPLICABILITIES TO			
CUSTOMER ACCEPTED VENDORS only			ITEM		BEARING PEDESTAL MACHINING (as applicable as per PO)			Q.P. NO	QP/QA/BPM/M/ADANI			PROJECT		Adani's 800MW		
								DATE		13.05.2025						
								REV. NO.		00						
								PAGE NO.		Page 3 of 3						
S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD		D	M	B	C	REMARK		
1	2	3	4	5	6	7	8	9	10	11	12	13				
															14	

10.	Painting		Major	Visual & measurement	100%	Customer approved painting Scheme and Painting requirement.	As per drg./ Standard	Report	✓	P	W	V	-PAINT to be procured from Adani's approved vendors only. -SAME BRAND OF PAINT IS TO BE APPLIED FOR PRIMER, INTERMEDIATE COAT AND FINISH COAT.
11.	RUST PREVENTION, VISUAL, IDENTIFICATION & PACKING	RUST PREVENTION, VISUAL, IDENTIFICATION & PACKING	MAJOR	VISUAL PHYSICAL	100%	BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	OBSERVATION SHEET	✓	P	W	W	
12.	FINAL CLEARANCE		MAJOR			BHEL SPEC & DRAWING & TDC	BHEL SPEC & DRAWING & TDC	TCs		P	V		Refer notes


Note:

1. All requirements of P.O., TDC, drawing and standard shall be fulfilled.
- 2) Vendor to submit TC QP clause wise with clear marking of QP clause on each page. No page shall be submitted without QP clause marking.

Manufacturer/Subcontractor	For BHEL Use  I B KUMAR, QA BHEL	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	CUSTOMER
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MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	CASTING FOR PEDESTAL AND COVER		QP NO.	QA/CF/QP/359								
				REV	09									
		DRG. NO.	AS PER PO											
		SPEC.	HW19791 & HW19793 (AS PER PO)											
		REV	AS PER PO			Page 1 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11

1	REVIEW OF TEST CERTIFICATES FOR OIL INLET PIPE (WHEREVER ITEM IS CALLED IN DRAWING)		MAJOR	TC REVIEW	100%	BHEL DRAWING	BHEL DRAWING	TC	P	V		
2	MELT ANALYSIS	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	P	V		
3	HEAT TREATMENT (If applicable)	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	MANUFACTURER'S PRACTISE, BHEL APPROVED MANUFACTURING PLAN		TC	P	V		
4	MARKING	IDENTIFICATION OF CASTING & KEEL BLOCK	MAJOR	VISUAL	100%	BHEL APPROVED SAMPLE LOCATION PLAN	BHEL APPROVED SAMPLE LOCATION PLAN		P	W		PHOTO/ SKETCH OF TEST-coupon TO BE MADE PART OF TCs
5	MECHANICAL TESTING	TENSILE, IMPACT (if applicable)	MAJOR	MECHANICAL	PER CASTING	BHEL SPEC	BHEL SPEC	IR	P	V		
6	PRELIMINARY NDT	MPI & UT	MAJOR	NDT	100%	BHEL ordering SPEC and Drawing	BHEL ordering SPEC and Drawing	IR	P	-		
7	REPAIR WELDING	<b>Weldings are only allowed after prior approval from BHEL in written form (refer clause for ‘Rectification Welding’ in specification).</b>										
7.1	DEFECT EXCAVATION (applicable, in case of defects)	PHOTOS OR SKETCHES OF EXCAVATIONS TO BE WELDED	MAJOR	VISUAL MPI	100%	BHEL SPEC	BHEL SPEC, BHEL APPROVED DEFCTOGRAM	TC	P	V		
7.2	WELDING (applicable, in case of rectification welding)	REPAIR WELDING as per BHEL approved WPS & PQR	MAJOR	VISUAL, MPI, UT, HARDNESS	100%	BHEL SPEC	BHEL APPROVED WPS / PQR,	WELD REPAIR RECORD, NDT REPORTS	P	W		WPS & PQR TO BE SUBMITTED TO BHEL. A CERTIFICATION TO BE GIVEN IN TC THAT WELDING IS PERFORMED ACCORDING TO WPS BY CERTIFIED WELDER.
8	FINAL INSPECTION											

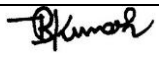
		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR    B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	I B KUMAR DY. MGR. QAX	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN						TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	CASTING FOR PEDESTAL AND COVER		QP NO.	QA/CF/QP/359								
				REV	09									
		DRG. NO.	AS PER PO											
		SPEC.	HW19791 & HW19793 (AS PER PO)											
		REV	AS PER PO				Page 2 of 2							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
										M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11

8.1		VISUAL (including internal cavities, chambers, pipes for slag, sand inclusion, other debris, etc.)		MAJOR	VISUAL	100%	BHEL ordering SPEC and Drawing	BHEL ordering SPEC and Drawing	TC	P	W		
8.2		MPI, UT		MAJOR	NDT	100%	BHEL ordering SPEC and Drawing BHEL APPROVED NDT SCAN PLAN		TC	P	W		
8.3		MICROSTRUCTURE		MAJOR	MICROSTRUC TURE	CAST-ON TEST SAMPLES FOR EACH CASTING	BHEL APPROVED MANUFACTURING PLAN HW19791/HW19793		TC	P	V		
8.4		MECHANICAL TEST		MAJOR	MECHANICAL	EACH CASTING	BHEL SPEC	BHEL SPEC	TC	P	W		
8.5		DIMENSIONS & WALL THICKNESS CHECK BY UT		MAJOR	MEASUREME NT	100%	DRAWING	DRAWING	TC	P	W		
8.6		CHECK FOR CLEANLINESS OF PIPE BORES THROUGH BOROSCOPE		MAJOR	VISUAL	100%	DRAWING	DRAWING	TC	P	W		
9	IDENTIFICATION, RUST PREVENTION AND & PACKING			MAJOR	PHYSICAL		BHEL SPEC	BHEL SPEC		P	-		
10	FINAL CLEARANCE	COMPLETENESS OF RECORDS		MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	TCs	P	V		REMAINING PART OF KEEL BLOCKS (IDENTIFIED BY BHEL / THIRD PARTY INSPECTION AGENCY) TO BE KEPT AS PER BHEL SPEC

NOTE: Only qualified NDT operators will be employed

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

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR	IB KUMAR DY. MGR. QAX			APPROVED BY

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry  
(GISTC)****For Indian Bidders (Version Jun-2025, Rev: 08)****Table of Contents**

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HEEP-HARIDWAR, UTTARAKHAND (249403)

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**For Indian Bidders (Version Jun-2025, Rev: 08)**

### **1. GENERAL**

These general terms & conditions shall apply to all Tender Enquiries, Notice Inviting Tenders, Request for Quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd, HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order, these conditions will become part of Purchase Order (P.O.) until unless the deviations are specifically agreed by BHEL.

### **2. ORIGIN OF QUOTATION**

A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

**In this regard, the declaration given in Annexure-3 regarding “Conflict of interest” is required to be submitted by bidders alongwith the tender, which should be signed by the authorized signatory of the bidder.**

### **3. SUBMISSION OF TENDER**

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

Bid/Quotation can also be submitted through email communication at email address:  
[tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in).

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



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1. Tender Enquiry Reference No. \_\_\_\_\_

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

**Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail ([tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) after 1.45 pm (IST) on the day of bid opening. However, if no password is received up to 4.00 pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event. The total size of the mail including both attachments must not exceed 25 MB.**

- b) TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar. In case of Three/Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier / bidder, during processing of registration application/tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- e) The bids of the bidders who are on the debarred list and also the bids of the bidders, who engage the services of the debarred firms, shall be rejected. The list of firms debarred by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com). Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by their authorized signatories, along with their bids wherever applicable as per tender terms.
- h) In case of open tender, technically qualified unregistered bidders may apply online for registration through <https://www.bhel.com/supplier-registration>.
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.



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- j) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.
- k) No interest shall be payable on the security deposit or any other money due to the supplier.

#### **4. TENDER OPENING**

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid/ quotations must reach this office/tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

#### **5. SPECIFICATION, DRAWINGS & STANDARD**

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature/ catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in any way detrimental to the interest of BHEL or without permission of BHEL.

#### **6. PRICE SCHEDULE**

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation.
- f) If it is not otherwise specified by BHEL, bidders can dispatch goods through any Indian Bank Association approved transporter.



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- g) Any demurrage/godown rent payable to the transporter or godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- h) Currency of Evaluation shall be INR.

**Note:** Financial evaluation of L1, L2 ..... Status will be on the basis of Landed Cost to BHEL.

### **7. REVERSE AUCTION**

**Wherever Reverse Auction (RA) is declared in the special terms and conditions of tender enquiry, the following shall be applicable and Bidders to confirm their acceptance for the same:**

"BHEL shall resort to Reverse Auction (RA) for this tender (*RA Guidelines are available at [www.bhel.com](http://www.bhel.com)*).

Price bids of all eligible techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, the bidder's sealed envelope price bid along with the applicable loading, if any, shall be considered for ranking."

### **8. DELIVERY TERMS**

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

### **9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY**

#### **a) Where items of Purchase Order are independently usable**

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### **b) Where the total items are required for a main equipment and items are interdependent**

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.



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- d)** Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e)** **Delivery in Case of Rejection:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- f)** **Delivery Against Bank Documents:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Godown" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.
- g)** Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/ nominated bank.
- h)** BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders.
- i)** Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.
- j)** Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages leviable upon the supplier is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the supplier. Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

### **10. PAYMENT TERMS**

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Stores or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) 100% payment along with taxes, freight & insurance shall be made within 90/ 60/ 45 days (as applicable) from material entry date subject to submission of non-discrepant documents by vendor and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case of any objection in documents/acceptance of material, the same shall be informed to vendor within 15 days of delivery of the material. In such a case, the payment shall be made to the vendor within 90/ 60/ 45 days (as applicable) of the day such objection is removed by the vendor.



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- e) For MSMEs (covered under MSME Act), wherever such status claimed by vendor and accepted by BHEL, the payment shall be made within 45 days for Micro and Small category and 60 days for Medium category from material entry date or as prescribed in the relevant act. Other conditions w.r.t. submission of dispatch documents and acceptance of material shall remain the same as elaborated above in Sl. No. 10(d).
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t. avilment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.
- h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.
- i) **The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
From material entry date within 90 /60/ 45 (as applicable) days of supply.	No Loading
Against documents through bank (CAD):	60 days – For Micro & Small categories; 75 days – For Medium Category; 105 days – For Normal Category
Letter of Credit (LC)	120 days
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e. difference between 120 days and usance period if the usance period is < 120 days.

\*Loading for any deviation in the payment terms wrt NIT terms shall be done as follows:

Base rate of SBI (as applicable on the date of bid opening; techno-commercial bid opening in case of 2-part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

### 11. TAXES & DUTIES

- a) The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the



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applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead). However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

### **b) GST (Goods and Services Tax)**

1. GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
2. The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
3. Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
4. Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
5. Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
6. Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
7. Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
8. Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
  - a) Supply of goods and/or services have been received by BHEL.
  - b) Original Tax Invoice has been submitted to BHEL.
  - c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.





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- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
  - e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
  - f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
  - g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
9. Any financial loss arising to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
10. TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
11. Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
12. Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
13. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
14. Any denial of input credit to BHEL or levy of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
15. In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
16. Variation in Taxes & Duties:  
Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.





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In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

**c) INCOME TAX:**

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

**d) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:**

Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- e) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

***Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.***

### **12. BANK GUARANTEE**

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branches of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website <https://hwr.bhel.com>. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branches of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.



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### **13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS**

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

### **14. QUALITY REQUIREMENT**

- a) The vendor's bid / quotation should have specific confirmation regarding meeting all our quality requirements such as (i) Test Certificate (TC) (ii) Guarantee Certificate (GC) / Warranty Certificate (WC) (iii) Quality Plan (QP) (if applicable) and (iv) Pre-Dispatch Inspection at vendor's works (if applicable).
- b) For Indian suppliers, the 3<sup>rd</sup> party inspection charges are paid by BHEL. Hence, in all such cases, where bids have been received from both Indian and Foreign bidders, the offers of Indian bidders shall be loaded by 0.20% to work out the comparative status of the prices.

### **15. VALIDITY**

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

### **16. RIGHT OF ACCEPTANCE**

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/ quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### **17. TRANSIT INSURANCE**

- a) In case of Ex-Works dispatch by seller, Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL, Ranipur, Haridwar (Uttarakhand-India) with a copy to the Purchaser within 7 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages/ losses suffered by the Purchaser.
- b) In case of FOR Destination dispatch by seller, Transit Insurance shall be arranged by seller.

### **18. BREACH OF CONTRACT, REMEDIES AND TERMINATION**

#### **BREACH OF CONTRACT:**

The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.



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viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

### **REMEDIES IN CASE OF BREACH OF CONTRACT:**

- 1- Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- 2- Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- 3- Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- 4- In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.



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- 5- If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- 6- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 7- It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- 8- In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
  - a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
  - b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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

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

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed supply till the time of termination of contract = X
- iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y



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iv. Delay in executed supply attributable to Supplier/Vendor i.e.  $T2 = [1 - (X/Y)] \times T1$

v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

### **19. FORCE MAJEURE CLAUSE**

1. "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- i. War, hostilities, invasion, act of foreign enemies.
  - ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
  - iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
  - iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
  - v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
  - vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - vii. Epidemic, pandemic etc.
2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or



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delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not-
  - i. Constitute a default or breach of the Contract.
  - ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

### **20. CONSEQUENTIAL LOSS**

Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.

### **21. NON-DISCLOSURE AGREEMENT**

The bidders shall enter into the Non-disclosure agreement separately. Format attached.

### **22. CARTEL FORMATION**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### **23. SETTLEMENT OF DISPUTE/ ARBITRATION**

#### **Settlement of Dispute -**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.





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If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per below.

### **CONCILIATION**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

### **ARBITRATION**

- 1- Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in above clause or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. Delhi International Arbitration Centre and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 2- A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 3- After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. Delhi International Arbitration Centre and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retired Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding





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on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged

- 4- The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 5- The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Haridwar.
- 6- The Governing law of contract shall be the substantive law of India.
- 7- Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar.
- 8- Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 9- It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 10- In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 11- In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- 12- **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

### **24. JURISDICTION**

The Court situated at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.



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### **GOVERNING LAWS**

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

### **25. DEMURRAGE RESPONSIBILITY**

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for demurrage for such delay shall be that of supplier.

### **26. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE) BENEFITS**

MSE Suppliers can avail the intended benefits only if they submit valid "Udhyam Registration certificate" with the offer.

1. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
2. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
3. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
4. There will be minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.
5. The reservation for MSEs owned by SC/ST will be 6.25% {25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises (MSEs)}.
6. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
7. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
8. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder



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offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.

9. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
10. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
11. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
12. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.
13. As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), Traders and agents should not be allowed to avail the benefits extended under the PP Policy. In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.

### **27. INFORMATION TO THE BIDDERS**

- a) Purchase related information is available at our Business-to- Business (B2B) Portal available on our website <https://hwr.bhel.com> . The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- d) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- e) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

### **28. MAKE IN INDIA (GOVT-NOTIFICATION)**

- A. 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 defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of



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subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against the NIT.

- B. Vendors shall specifically confirm if they are Class-I local supplier or Class-II local supplier or not as per the above-mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certification that the offered item meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- C. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) indicating the percentage of Local Content.
- D. For contracts valuing more than Rs 10 crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.

### **29. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2022**

All provisions of Order No. F.No.7/10/2021-PPD(1) dated 23/2/2023 of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>).

Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as defined at Sl.No. 12 of the said order.

Registration with the competent authority as stipulated in the said order shall be responsibility of the bidder.

Bidder has to submit a certificate certifying following along with the offer:

"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 bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"



## **BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP-HARIDWAR, UTTARAKHAND (249403)**

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If the bidder is from such country which shares a land border with India, the evidence of valid registration by the Competent Authority shall be attached along with offer. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

### **30. NOTE**

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- d) If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail which is available at BHEL website <http://www.bhel.com>.
- e) Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- f) BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- g) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- h) The bidder along with its associate / collaborators / subcontractors / sub-vendors / consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.



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- i) BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious, occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
  3. **Compensation in respect of each of the victims:**
    - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
    - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh).
  4. **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."
- j) The bidder must comply with applicable laws, rules and regulations throughout the terms of the contract for conducting business and fulfilling obligations under this contract.



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### **Annexure-1**

### **ONE SIDED**

### **NON-DISCLOSURE AGREEMENT**

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

And

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

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

#### **WHEREAS**

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

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

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

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

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

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

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

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





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### **4. Confidential Information**

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

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

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

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

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

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

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

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

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

### **5. Disclosure**

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

(a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection

(b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;

(e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received by it to any third party; and



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

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

### **6. Restriction on Use**

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



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

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

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

### **8. No Further Warranties**

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

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

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

### **10. Term**

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

### **11. Injunctive remedy**

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

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

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have



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

### **13. Notice of Breach**

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

### **14. Survival**

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

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

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

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

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

### **16. No Publication**

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



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### **17. Miscellaneous**

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

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

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

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

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

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

### **18. Notices**

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

Notice if to:

BHEL, then to,

\_\_\_\_\_

Phone : Fax :



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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:

<b>For Bharat Heavy Electricals Limited</b>	<b>For ABC</b>
<b>Signature: .....</b>	<b>Signature: .....</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>
<b>Signature: .....</b>	<b>Signature: .....</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>





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### Annexure-2

### BOTH SIDED

### NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between;

**M/s ABC**, a company incorporated under the Laws of Companies Act 1956 and having their registered office at ..... New Delhi - ..... (the "**Discloser**" or "ABC"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns.

AND

**M/S XYZ** \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ and having its principle place of business \_\_\_\_\_ and registered office at \_\_\_\_\_ represented by its \_\_\_\_\_ (the "**Recipient**" or "\_\_\_\_\_"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns

Where appropriate, the **Discloser**, the **Recipient** shall individually / neutrally be referred to as "**Party**", and both together as **Parties**. WHEREAS...

A) In connection with ..... (describe transaction/cooperation) or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis

B) The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality

#### **1. Definition of Confidential Information**

(a) For purposes of this Agreement, "Confidential Information" means the information as well as any data or information that is proprietary of the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iv) plans for products or services, and customer or supplier lists. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the respective Discloser and that the Discloser regards all of its Confidential Information as secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known to the Recipient without a duty of confidentiality prior to receiving the



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Confidential Information from the respective Discloser; (ii) becomes rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation to the respective Discloser to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, but only to the extent of any such disclosure, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

### **2. Disclosure of Confidential Information**

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

- (a) treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
  - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
  - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or
  - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or
  - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
  - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended



## **BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

**For Indian Bidders (Version Jun-2025, Rev: 08)**

(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.

### **3. Use of Confidential Information**

The Recipient agrees to use the Confidential Information solely for the Transaction and not for any purpose other than as authorized by this Agreement without the prior express written consent of an authorized representative of **parties**. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Nothing contained herein is intended to modify the parties' existing agreement of the Transaction. 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.

### **4. Term**

This Agreement will terminate (i) 5 (five) years after its effective date or (ii) upon effectiveness of a Transaction related agreement provided that such agreement contains confidentiality/non- disclosure provisions- whichever occurs earlier.

Notwithstanding the foregoing, the Recipient's and Discloser's duty to hold in confidence Confidential Information that was disclosed during such term as above.

### **5. Remedies**

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. The affected Discloser shall be entitled to recover all its damages and costs.

### **6. Return of Confidential Information**

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have



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

### **7. 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.

### **8. No Binding Agreement for Transaction**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to herein.

### **9. Applicable Law and Disputes**

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute or difference arising out of or in relation to this Agreement, which cannot be resolved through negotiation, would be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 time being in force, by appointing sole arbitrator with mutual consent. The seat of arbitration shall be New Delhi. The language of be used in the arbitral proceedings shall be English.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by appointing sole arbitrator with mutual consent. The parties shall choose a retired judge of High court of Delhi from the panel list of Delhi International Arbitration Center, High Court of Delhi with mutual consent within 30 days from the date of failure of settlement. The fee of the arbitrator shall be shared by both the parties. The parties however shall bear the cost of arbitration its own.

This NDA 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 NDA.



## **BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP-HARIDWAR, UTTARAKHAND (249403)**

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

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### **10. Miscellaneous**

(g) 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.

(h) 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.

(i) 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/arbitral tribunal 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.

(j) 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.

(k) 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 and permitted assigns. and designees.

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

**For Recipient:** \_\_\_\_\_

<<<Mr. \_\_\_\_, designation (\_\_\_\_)>>>

**For Discloser :** \_\_\_\_\_

<<<Mr. \_\_\_\_, designation (\_\_\_\_)>>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Witness 1:** \_\_\_\_\_

**Witness 2:** \_\_\_\_\_



## **BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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### **Annexure-3**

#### **Declaration for treatment of cases regarding conflict of interest**

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

(Signature of the authorized signatory of the bidder)



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

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

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms.  Designation:  Telephone No:  Mobile No:  Email ID:	
D	EMD DETAILS	Applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ <del>Not Applicable</del>	YES / NO
ii.	Annexure item details	Applicable/ <del>Not Applicable</del>	YES / NO
iii.	Annexure QP (to be endorsed by supplier)	Applicable/ <del>Not Applicable</del>	YES / NO
iv.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ <del>Not Applicable</del>	YES / NO
v.	Copy of PAN Card & GST registration	Applicable/ <del>Not Applicable</del>	YES / NO
vi.	Submission of MSE certificate as specified in Tender	Applicable/ <del>Not Applicable</del>	YES / NO
vii.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ <del>Not Applicable</del>	YES / NO
viii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ <del>Not Applicable</del>	YES / NO
ix.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ <del>Not Applicable</del>	YES / NO

x.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ <del>Not Applicable</del>	YES / NO
xi.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ <del>Not Applicable</del>	YES / NO
xii.	Non-Disclosure certificate per Annexure – 7	Applicable/ <del>Not Applicable</del>	YES / NO
xiii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ <del>Not Applicable</del>	YES / NO
xiv.	Non-Disclosure agreement per Annexure – 9	Applicable/ <del>Not Applicable</del>	YES / NO
xv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ <del>Not Applicable</del>	YES / NO
xvi.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ <del>Not Applicable</del>	YES / NO
xvii.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ <del>Not Applicable</del>	YES / NO
xviii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ <del>Not Applicable</del>	YES / NO
xix.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ <del>Not Applicable</del>	YES / NO
xx.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ <del>Not Applicable</del>	YES / NO
xxi.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ <del>Not Applicable</del>	YES / NO
xxii.	Bank Guarantee for security deposit- As per Annexure-17	Applicable/ <del>Not Applicable</del>	YES / NO
xxiii.	List of Consortium Bank- As per Annexure-18	Applicable/ <del>Not Applicable</del>	YES / NO

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

DATE:

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

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

Offer Reference No: .....

Date: .....

To,  
Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

Sub: Submission of Offer against GeM enquiry no: .....

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

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

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

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

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

Subject: No Deviation Certificate

Ref:

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

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

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

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

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

Yours faithfully,

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

Date:  
Place:

**UNDERTAKING**

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY  
PROCEEDINGS

Ref: Enquiry No:

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

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

Place:

Date:

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

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

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

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

Yours faithfully,

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

Enclosed: Power of Attorney



**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

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

Ref :

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

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

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

Yours faithfully,

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

Date:

**NON-DISCLOSURE CERTIFICATE**

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

-----  
-----

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

Hence, I/We M/s

.....

who are submitting offer for providing services to BHEL against GeM Bid No.

..... hereby undertake to comply with the following in line with Information Security Policy of.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL (Signature, date & seal of Authorized Signatory of the bidder) Date:

**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 sub-contractors.

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 organization.

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:

(Name & Address)

-----  
For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:

(Name & Address)



NON DISCLOSURE AGREEMENT

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

By and Between

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

And

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

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

**WHEREAS**

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for \_\_\_\_\_, for the purpose of .....products in India ("the Purpose");
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

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

## **Annexure-NDA**

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



## **Annexure-NDA**

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

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

### **5. Disclosure**

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

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

## **Annexure-NDA**

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

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

### **6. Restriction on Use**

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



## **Annexure-NDA**

(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

## **Annexure-NDA**

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

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

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

### **13. Notice of Breach**

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

### **14. Survival**

## **Annexure-NDA**

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

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

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

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

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

### **16. No Publication**

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

### **17. Miscellaneous**

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



## **Annexure-NDA**

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

### **18. Notices**

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

Notice if to:

BHEL then to,

\_\_\_\_\_

\_\_\_\_\_

Phone :

## **Annexure-NDA**

Fax :

E-mail :

ABC, then to,

(Name)\_\_\_\_\_

(Designation)\_\_\_\_\_

Phone :

Fax :

E-mail :

### **19. Counterparts, Telefax Signatures**

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

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

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

**DECLARATION**

Date:

To,

Dy. Manager / PPX-T  
 3rd Floor, Main Admin building HEEP Haridwar-249403  
 Uttarakhand. Phone: 01334-281183  
 Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

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

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

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

Regards, ( )

From: M/s

Supplier Code:

Address:

**DECLARATION FOR RELATION IN BHEL**

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) Enquiry No:.....

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

**Tick (✓) any one as applicable:**

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

OR

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

- i.
- ii.

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

Note:

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

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

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

---

To,  
Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

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

Ref:

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

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

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

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

Thanking you, Yours faithfully,

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

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

Note:

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

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

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

---

To,

Dy. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281183  
Email: [su-pal@bhel.in](mailto:su-pal@bhel.in) ; [tuhindey@bhel.in](mailto:tuhindey@bhel.in)

Dear Sir,

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

Ref:

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

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

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

Thanking you,  
Yours faithfully,

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

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



**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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

---

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

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

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

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

---

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

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

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

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

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

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

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

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

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

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

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

<sup>6</sup> Validity Date

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

Notes:

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

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

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

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

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

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

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

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

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

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

---

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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



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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

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

<sup>4</sup> CONTRACT VALUE

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

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

<sup>7</sup> VALIDITY DATE

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

Note:

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

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

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

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

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

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

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


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

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


**LIST OF CONSORTIUM BANK**

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

	<b>CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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<b>i.</b>	<b>Item/Scope of Sub-contracting</b> उप-संविदा(अनुबंध) का मद/ दायरा			
<b>ii.</b>	<b>Address of the registered office</b> पंजीकृत कार्यालय का पता	<b>Details of Contact Person</b> संपर्क व्यक्ति का विवरण  (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
<b>iii.</b>	<b>Name and Address of the proposed Sub-vendor's works where item is being manufactured</b> प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है	<b>Details of Contact Person:</b> संपर्क व्यक्ति का विवरण  (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)		
<b>iv.</b>	<b>Annual Production Capacity for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
<b>v.</b>	<b>Annual production for last 3 years for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
<b>vi.</b>	<b>Details of proposed works</b> प्रस्तावित कार्यों का विवरण			
<b>1.</b>	<b>Year of establishment of present works</b> वर्तमान फैक्टरी की स्थापना का वर्ष			
<b>2.</b>	<b>Year of commencement of manufacturing at above works</b> उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
<b>3.</b>	<b>Details of change in Works address in past (if any)</b> पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
<b>4.</b>	<b>Total Area</b> कुल क्षेत्र			
<b>4.</b>	<b>Covered Area</b> शामिल क्षेत्र			
<b>5.</b>	<b>Factory Registration Certificate</b> फैक्टरी पंजीकरण प्रमाण पत्र	<b>Details attached at Annexure – F2.1</b> विवरण अनुलग्नक- एफ 2.1 पर संलग्न है		
<b>6.</b>	<b>Design/ Research &amp; development set-up</b> डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	<b>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</b> <b>Details attached at Annexure – F2.2</b> (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो)		
<b>7.</b>	<b>Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)</b> मैनपावर विवरण के साथ समग्र संगठन का चार्ट( डिजाइन / विनिर्माण / गुणवत्ता आदि )	<b>Details attached at Annexure – F2.3</b> विवरण अनुलग्नक – F2.3 में संलग्न है।		
<b>8.</b>	<b>After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)</b> भारत	<b>Applicable / Not applicable</b> लागू / लागू नहीं		

	<b>CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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	में विक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में( स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	<i>Details attached at Annexure – F2.4</i> विवरण अनुलग्नक -2.4 पर संलग्न है।			
9.	<i>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</i> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	<i>Details attached at Annexure – F2.5</i> विवरण अनुलग्नक - F2.5में संलग्न है।			
10.	<i>Sources of Raw Material/Major Bought Out Item</i> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	<i>Details attached at Annexure – F2.6</i> विवरण अनुलग्नक - F2.6में संलग्न है।			
11.	<i>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</i> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	<i>Details attached at Annexure – F2.7</i> विवरण अनुलग्नक - F2.7 पर संलग्न है			
12.	<i>Manufacturing facilities (List of machines, special process facilities, material handling etc.)</i> विनिर्माण सुविधा( मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8में संलग्न है।			
13.	<i>Testing facilities (List of testing equipment)</i> परीक्षण सुविधाएं( परीक्षण उपकरण की सूची )	<i>Details attached at Annexure – F2.9</i> विवरण अनुलग्नक – F2. 9 में संलग्न है।			
14.	<i>If manufacturing process involves fabrication then-</i> यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- <i>List of qualified Welders</i> पात्र वेल्डर की सूची <i>List of qualified NDT personnel with area of specialization</i> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.10</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> लागू / लागू नहीं			
15.	<i>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</i> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> (यदि लागू हो)			
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> ( नीचे दिए गए प्रारूप के अनुसार )			
<i>Project/ package परियोजना /पैकेज</i>	<i>Customer Name ग्राहक का नाम</i>	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	<i>PO ref no/date पीओ संदर्भ सं. / तिथि</i>	<i>Supplied Quantity आपूर्ति की मात्रा</i>	<i>Date of Supply आपूर्ति की तारीख</i>
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक			<i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3पर संलग्न है	
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product</i>			<i>Applicable / Not applicable</i> लागू / लागू नहीं	


	<b>CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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	<i>(similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note:- Reports need not to be submitted</i>	<i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.1 4में संलग्न है <i>(if applicable)</i> (यदि लागू हो)
19.	<b>Statutory / mandatory certification for the proposed product</b> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> <i>(if applicable)</i> (यदि लागू हो)
20.	<b>Copy of ISO 9001 certificate</b> आईएसओ 9001 प्रमाण पत्र की प्रति <i>(if available)</i> (यदि उपलब्ध हो)	<i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.1 6 है
21.	<b>Product technical catalogues for proposed item</b> <i>(if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	<i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.1 7 में संलग्न है


<b>Name:</b>		<b>Desig:</b>		<b>Sign:</b>		<b>Date:</b>	
<b>नाम:</b>		<b>पद:</b>		<b>हस्ताक्षर:</b>		<b>तिथि:</b>	

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



	<b>CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन</b> <b>MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT</b> <b>मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट</b>	

<b>Ref No:</b> संदर्भ सं.:		<b>Date:</b> तिथि:	
i.	<b>Main Contractor</b> मुख्य संविदाकार		
ii.	<b>Project परियोजना</b>		
iii.	<b>Package Name</b> पैकेज का नाम	<b>Package No</b> पैकेज सं.	
iv.	<b>Proposed Item/Scope of Sub-contracting</b> उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा		
v.	<b>Item covered under</b> निम्नलिखित के अंतर्गत शामिल मद	<b>Schedule-1</b> /अनुसूची- 1	<b>As per contract clause No-</b> अनुबंध के अनुसार खंड सं.--
		<b>Schedule-2 अनुसूची- -2</b>	
vi.	<b>If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled</b>  /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे		
vii.	<b>Name and Address of the proposed Sub-vendor's works</b> /प्रस्तावित सब-वेंडर का नाम तथा पता		
viii.	<b>PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network</b> पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत		
ix.	<b>Item Description</b> <b>(Type/Size/Rating/Scope of Sub-Contracting)</b> मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	<b>Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc)</b> इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / टन आदि)	<b>Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc)</b> प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा
			<b>Timeline for quantity requirements as per project schedule &amp; whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time</b> / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है
x.	<b>Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)</b> पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु		

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	<b>मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट</b>	

आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो											
<b>Project/Package</b> परियोजना/पैकेज		<b>Customer Name</b> ग्राहक का नाम		<b>Supplied Item</b> (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)		<b>PO ref</b> पीओ संदर्भ सं. /तिथि		<b>Supplied Quantity</b> आपूर्ति की मात्रा		<b>Date of Supply</b> आपूर्ति की तिथि	
We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।											
<b>Name:</b> नाम:		<b>Desig:</b> पद:		<b>Contact No:</b> दूरभाष सं.:		<b>Sign:</b> हस्ताक्षर:		<b>Date:</b> तिथि:			

Company's Seal/Stamp:- कंपनी का मुहर:-

## Annexure-F2.12

[illegible]