



PURCHASE-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
RANIPUR, HARIDWAR – 249 403 (UTTARAKHAND), INDIA

BHEL Ref. No.: B/4066/2025/2101/V1

Tender Enquiry for the requirement of Spray Nozzles As Per Document No. 413109SN004, DRAWING NO. 31310956005 and ST45001 Rev.01 for JSW Dolvi project

Bids are invited from bidders for the requirement of item **Spray Nozzle As Per Document No. 413109SN004, DRAWING NO. 31310956005 and ST45001 Rev.01 for 250 MW JSW Dolvi project** as per detailed specifications. All tender documents uploaded along with this tender enquiry are as mentioned below.

LIST OF TENDER DOCUMENTS

S.No.	Document Name & No.	Total Pages
1.	BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS (ANNEXURE-A) (in addition to General terms and conditions on GeM 4.0 latest version as applicable)	13
2.	Checklist & Annexures (Modal Tender Document Set)	12
3.	PQR (PRE-QUALIFICATION REQUIREMENT) (ANNEXURE-B)	02
4.	Framework Confidentiality Agreement cum Undertaking	07

For and on behalf of BHEL

Engineer (PPX-BOI)
BHEL, HEER, Haridwar



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PACKAGE- Spray Nozzle As Per Document No. 413109SN004, DRAWING NO. 31310956005 and ST45001 Rev.01

PROJECT: 250 MW JSW Dolvi Project

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS (SCOPE OF ENQUIRY):

1. E-bids on GeM are invited from bidders for the supply of Spray Nozzle As Per Document No. 413109SN004, Drawing No. 31310956005 and ST45001 Rev.01 for JSW Dolvi Project as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Lot No.	Lot Quantity (in Nos.)	Delivery Completion schedule	Present Material Requirement at site
1.	WS9797310744 SPRAY NOZZLE AS PER 413109SN004, DRAWING NO. 31310956005 AND ST45001 REV.01	2	8	Supply completion by 250 days from date of PO	28/09/2026

2. Consignee Details:

BHEL Site Office, 1X250 MW STG for CPP-4 JSW Dolvi, JSW Steel Ltd, Dolvi – 402107, Maharashtra

3. Buyers Specific Additional Terms & Conditions in addition to GTC

Annexure - A

Note: Please fill your acceptance/ comments in confirmation column. Blank column will be understood as accepted by bidder.

S. No.	Terms	Description	Bidder's confirmation
1.	Compliance of GTC on GeM	In addition to the terms & conditions mentioned in below table, General Terms and Conditions on GeM 4.0 (Version 1.25) Dt. 14th July 2025 or it's latest revision (if revised prior to issuance of enquiry) shall be applicable against this enquiry. Kindly confirm same is acceptable to you.	
2.	Public Procurement (Preference to Make in India)	Compliance to Restrictions under Rule 144 (xi) of GFR 2017: 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). 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. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	

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		IV. The beneficial owner for the purpose of (III) above will be as under: 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. Explanation 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. 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. 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. 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. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note: (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. 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.													
3.	Documents Checklist:	Please submit signed and stamped copy of your offer on each page along with following documents:	• Buyers’ added bid specific additional terms and conditions. • Checklist & Annexures • Technical document no. 413109SN004 & Drawing no. 31310956005 • Purchase Specification document no. ST45001 Rev.01 • Replica of price bid schedule without prices with Part-I offer.												
4.	Scope of Enquiry	The scope/ requirement of item(s) covered in this tender enquiry are detailed below:													
		<table><tr><td>Sl. No.</td><td>Material Code and Item Description</td><td>Qty.</td><td>Project</td><td>Delivery Requirement</td></tr><tr><td>1.</td><td>Material Code: WS9790313160 SPRAY NOZZLE AS PER DOCUMENT NO. 413109SN004, DRAWING NO. 31310956005 AND ST45001 REV.01</td><td>08 Nos.</td><td>250 MW JSW Dolvi Project</td><td>28/09/2026</td></tr></table>	Sl. No.	Material Code and Item Description	Qty.	Project	Delivery Requirement	1.	Material Code: WS9790313160 SPRAY NOZZLE AS PER DOCUMENT NO. 413109SN004, DRAWING NO. 31310956005 AND ST45001 REV.01	08 Nos.	250 MW JSW Dolvi Project	28/09/2026			
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5.	Submission of Offer	The offer/ bid shall be signed and stamped on each page by authorized representative of the bidder.													
6.	Special Term	Techno-commercial terms as confirmed above in Annexure-A shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same.													
7.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL for complete enquiry, with cost involved for delivery up to BHEL project site considering material cost, taxes & duties, Freight etc. for the complete requirement covered in the Bid.													



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PROJECT: 250 MW JSW Dolvi Project

8.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall be liable to get rejected. Please confirm.	
9.	Prices / Basis of quotation:	The offered prices of the items shall remain firm and fixed till the execution of the contract. Kindly confirm.	
		Prices should be quoted on door delivery basis up to BHEL project site basis i.e. including all taxes, duties, local levies/ transportation/freight charges, packing & forwarding charges etc. The evaluation currency for this tender shall be INR. Please confirm.	
		Transit Insurance would be arranged by BHEL and not to be included in the prices. Bidder to quote prices accordingly.	
10.	Regarding ITC based evaluation bid	Kindly note that this bid/tender has been availed with 100% ITC (Input tax credit) based evaluation. Bidders shall have to enter their Prices inclusive of all taxes including GST during participation in bid on GeM portal and also bidders to add/input the applicable GST amount in percentage separately as per provision made by GeM in the system. Kindly confirm your compliance to the above and submit your offer on GeM portal accordingly.	
11.	Special Instruction	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Bidders to read all specification / documents thoroughly and submit their offer as per specifications of tender enquiry. In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers. Please note and confirm.	
12.	Special Instruction of Technical requirement	1.	For Mat Code WS9797310744: Bidder to refer Document No. 413109SN004, Drawing No. 31310956005 and ST45001 (Rev.01) for detailed description/specification.
		2.	Material is to be despatched on Door Delivery Basis to BHEL project site. Bidder to note that Invoice, GR/LR, Packing List, Test Certificates, Guarantee Certificate are required in Original along with Copy of E-way bill after dispatch.
		3.	Vendor to ensure for the supply of complete lot quantity in one go.
		4.	Vendor to keep two copies of O&M Manual inside the dispatch box of Spray Nozzles and also to mention same in Vendor's Shipping/packing list. Vendor to provide Pdf copy of O&M Manual to BHEL. Please confirm.
		5.	Commissioning Spares and Mandatory Spares (if any) needs to be packed in separate boxes and same is required to be marked on the box.
		6.	Item Tag Slip with Each & Individual Item of Box contents with proper wrapping/ packaging to take care item safety and its identification upon opening of Box.
13.	Sharing of Technical Documents and Specifications	Bidders shall submit endorsed copy of attached FCA to get soft copy of Technical Document No. 413109SN004, Drawing No. 31310956005 and Specification Document No. ST45001 Rev.01 @ rkrabi@bhel.in sagargupta@bhel.in and clmeena@bhel.in	
14.	Quality Requirement	Testing & Certification (Including Material & Dimensional Test Certificate, Flow Rate, Spray Angle and Hydraulic Test Report) as per Ordering Drawing & Specification is required. Please confirm.	
15.	Engineering Document approval	BHEL/ Customer approval may require on drawings/ datasheet of item. The documents shall be submitted to BHEL/ Customer (if required) for approval within 7 days of Purchase Order. BHEL will arrange the approval of the same within 7 days of their receipt provided	

(Signature of the Vendor with Seal)



		those are complete in all respect. The delay due to late submission shall be to supplier’s account whereas delay in approval of documents shall be BHEL’s account. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly.									
16.	Payment Terms	100% payment will be released within tabulated timeline from date of LR Receipt/ material receipt at site (MRC) and On-line submission of bills. Consignee Receipt-Cum-Acceptance Certificate (CRAC) is also required for bill processing. The timeline for payments will be as under: <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days from Material receipt at site)</th></tr><tr><td>Micro & 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> Vendor to submit MSME certificate with offer in view of above and claim the same on GeM during offer submission. The Payment terms are subject to receipt of non-discrepant document from supplier. Please confirm.	Type of Bidder	Payment Terms (Number of Days from Material receipt at site)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days from Material receipt at site)										
Micro & Small Enterprises (MSEs)	45 days										
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17.	GeM charges	GeM charges if any shall be either side only i.e. buyer’s GeM charges shall be in buyer’s account and seller’s GeM charges shall be on seller’s account. Please confirm.									
18.	Contract execution	Bidder’s are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
19.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates/ Inspection Reports/COC and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates/report/COC etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.									
20.	Delivery Schedule/ Period	Bidder to supply the Item with in BHEL delivery requirement i.e., within 250 days from the date of PO. However, bidder to quote their best possible delivery. BHEL reserves the right to reject E-bids with delivery period quoted more than BHEL requirements. Kindly confirm.									
21.	Liquidated Damages (LD) for late delivery	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, the Buyer 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 Lot 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.									
		The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.									
		Complete material of each lot to be dispatch in one go only. In case of partial supply, dispatch of last item of lot shall be considered for LD purpose.									
22.	GST Penalty	Vendor to provide dispatch documents to BHEL Haridwar in the same month of dispatch of material. In case of delay in submission of the same, Any GST penalty levied due to change of month of billing to End customer with respect to LR date will be borne by vendor. Please confirm.									



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23.	Guarantee	Kindly confirm that Guarantee would be provided for a period of “2 years after installation and commissioning or for a period of three year from the day of dispatch of equipment whichever is earlier”. Supplier shall be responsible for free replacement of defective equipment / material at our site. Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	
24.	Make in India & MSE Purchase Preference guidelines:	For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NI, same shall be applicable for this NIT also. As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry. For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in Make In India Declaration format enclosed with Tender documents.	
25.	Documents required for Bill processing:	The following documents are required to be sent for Bill Processing: • Original Tax Invoice (E-invoice, if the turnover exceeded Rs. 5 cr. in any financial year from 2017-18, else, a declaration for the same is required for processing of bill.) • Original LR • Packing list • Copy of E-way Bill • Guarantee/Warrantee certificate • Copy of MDCC issued by BHEL/ End Customer. • Receipted Copy of LR / Proof of delivery (POD) / Material Receipt Certificate (MRC) from BHEL site • GST Compliance declaration • GeM Invoice • Consignee Receipt Cum Acceptance Certificate (CRAC) • Digitally Signed Invoice along with supporting documents to be uploaded at B2B Portal of BHEL Haridwar. https://suvidha.bhel.in/suvidha/ • Rest documents as mentioned in the PO remarks.	
26.	Settlement of Dispute, Conciliation & 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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM 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. 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 ‘CONCILIATION’ Clause. 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	

(Signature of the Vendor with Seal)



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).

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.

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided 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 Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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 Region, Power Sector/ 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.

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 Institutions (shall be identified by the contract issuing agency) 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 a specific Arbitral institution 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.

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

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

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 , shall have exclusive jurisdiction.

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.

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.

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.

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 mentioned above. 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.



27.	Breach of Contract, Remedies and Termination:	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. 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. i) 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. 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
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		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. vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vii) 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. viii) 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.	
28.	Suspension of Business Dealings with Suppliers / Contractors:	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 web site www.bhel.com. 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 www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	
29.	Conflict of Interest Among Bidders/ Agents	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. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or 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. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or 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, or g) A Bidder or any of its affiliates participated as a consultant in the	



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PACKAGE- Spray Nozzle As Per Document No. 413109SN004, DRAWING NO. 31310956005 and ST45001 Rev.01

PROJECT: 250 MW JSW Dolvi Project

		preparation of the design or technical specifications of the contract that is the subject of the Bid, or 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. "													
30.	Micro and Small Enterprises (MSE):	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table border="1"> <thead> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST & Women Owned)</th></tr> </thead> <tbody> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </tbody> </table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															
31.	Jurisdiction:	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.													
32.	Force Majeure	"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. 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. 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. 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. 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. 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.													

(Signature of the Vendor with Seal)



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33.	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.	
34.	Fraud Prevention Policy:	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 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.	
35.	Order of Precedence:	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC	
36.	Bid to RA	Applicable as per GeM NIT	
37.	Digitally Signed Invoice:	For supply orders placed under this GEM Tender Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ , prior to despatch/ raising invoice. All documents as per contract checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. Vendor Invoice will not be accepted in absence of the above. Kindly confirm.	
38.	Action against Bidder/ vendor/ supplier/ contractor in case of default:	In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in 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. https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors	
39.	Note:	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. 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 & Conditions (ATC) and Technical specifications and requirements will lead to rejection of offer. 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. 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. 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 website www.bhel.com. 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.	

(Signature of the Vendor with Seal)



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40.	Enclosure:	- Annexure-1: Check List. -Applicable - Annexure-2: Offer forwarding letter / tender submission letter -Applicable - Annexure-3: No Deviation Certificate -Applicable - Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings -Applicable - Annexure-5: Declaration by Authorized Signatory -Applicable (if required) - Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents -Applicable - Annexure-7: Non-Disclosure Certificate -Not Applicable - Annexure-8: Integrity Pact -Not Applicable - Annexure-9: Declaration confirming knowledge about Site Conditions -Not Applicable - Annexure-10: Declaration reg. Related Firms & their areas of Activities -Applicable - Annexure-11: Declaration for relation in BHEL -Applicable - Annexure- 12: Declaration reg. minimum local content in line with revised public procurement -Applicable - Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 -Applicable - Annexure-14: Bank Account Details for E-Payment – Applicable for Successful Vendor - Annexure-15: Power of Attorney for submission of tender. -Not Applicable - Annexure-16: Proforma of Bank Guarantee for Earnest Money. -Not Applicable - Annexure-17: Proforma of Bank Guarantee for Performance Security. -Not Applicable - Annexure-18: List of Consortium Bank. -Not Applicable - Annexure-19: Declaration for treatment of cases regarding conflict of interest. – Applicable			
41.	Contact detail of Bidder:	For necessary communication, bidders are requested to provide the below details - 1.Name of Contact Persons & Mobile numbers: _____ 2. Official email ids (at least two or three email id): _____ 3. Works address / Location: _____ _____			
42.	For Clarifications:	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" data-bbox="345 1661 1430 1866"> <tr> <td data-bbox="345 1661 906 1866"> Mr. Rahul Kumar Rahi Designation: Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: rkrahi@bhel.in Tel: +91 1334 28 1707 </td> <td data-bbox="914 1661 1430 1866"> Mr. Sagar Gupta Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: sagargupta@bhel.in Tel: +91 1334 28 1045 </td> </tr> </table>	Mr. Rahul Kumar Rahi Designation: Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: rkrahi@bhel.in Tel: +91 1334 28 1707	Mr. Sagar Gupta Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: sagargupta@bhel.in Tel: +91 1334 28 1045	
Mr. Rahul Kumar Rahi Designation: Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: rkrahi@bhel.in Tel: +91 1334 28 1707	Mr. Sagar Gupta Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: sagargupta@bhel.in Tel: +91 1334 28 1045				

(Signature of the Vendor with Seal)



43. **PRE-QUALIFICATION REQUIREMENTS:**



BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR
STE-TL ENGINEERING DEPARTMENT

**PRE-QUALIFICATION REQUIREMENT
SPRAY NOZZLE (LP EXHAUSTHOOD)**

DOCUMENT NO.
TL/SprayNozzle/PQR/20251
Rev:00 Dt:09.09.2025

Description: -

The spray nozzles are safety devices which spray the condensate in atomised form into LP steam turbine to prevent excessive heat build-up in LPT which may damage the LP blading and its internals. (Refer image of Spray Nozzle below for reference).

The Pre- Qualification Requirements pertaining to Engineering are as follows:

1. The vendor should have an experience in Supply of at least 02 Nos Spray Nozzles within last 7 years from date of enquiry for condensate/water medium in any industry, having minimum spec condition as mentioned below. Vendor to furnish experience list as per requirement in Table-1

Table-1

	Connection	Capacity/ Flow Rate (l/min) @3Kg/ cm2	Body material	Nozzle Type	End user Contact details, Tel no's & Email Id	Executed PO No and date
Min. acceptance criteria	Threaded	≥1 Lpm	X10CrNiTi189 or SS321 or SS316L or equivalent / better SS grade	Circular Hollow cone with movable swirl chamber (Nor- return Valve function)		
Project-1						



2. The vendor should furnish the following documents satisfying criteria in clause 1 above -
 - a. Executed Purchase Orders should not be older than 7 years from the date of enquiry.
 - b. Vendor to submit self-certified unpriced purchase order copy/copies (as mentioned at 2a) along with all Technical documents i.e. GA Drawing (having details like Thread connection, Nozzle type, Flow-Rate@3 kg/cm2 pressure-drop, Body Material) etc.
 - c. Bidder should furnish Customer address and email address where the spray nozzles were supplied as per clause 2b.



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PROJECT: 250 MW JSW Dolvi Project

- d. Bidder should be either OEM or its JV/Authorized subsidiary / Authorized Dealer/ Licensee / Sister company. In case bidder is not OEM then authorization certificate is to be provided.
- e. In case of no prior experience of JV/subsidiary/sister company/licensee/authorized dealer, The Principal to confirm that guarantee/warranty of the supplied spray nozzles shall lie with the principal only, in case purchase order is placed on them.

Note:-

1. BHEL reserves the right to verify the information submitted by vendor. Submission of false/incorrect information shall lead to rejection of offer and shall be taken seriously by BHEL.
2. BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule doesn't hamper.
3. All the documents furnished to BHEL shall be in Hindi/English language only. If the documents are not in Hindi/English, then they must be accompanied with duly certified Hindi/English translations of the same.

-----End of PQR-----

SPECIAL NOTE FOR BIDDER:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GEM portal.

1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS" and its clause wise supporting documents where required.
2. Any other documents required to be submitted as per your offer.
3. In case of blank document of Annexure-A of Buyer's Specific Terms & Conditions will be endorsed and submitted by bidder then it shall be deemed acceptable.
4. Copy/Replica of Price schedule (without prices) mentioning "Quoted" in place of price along with your techno-commercial (Part-1) offer.

(Signature of the Vendor with Seal)

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. 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		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSE BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO

x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Performance Security as per Annexure – 17	Applicable/ Not Applicable	YES / NO
xxii.	List of Consortium Bank as per Annexure – 18	Applicable/ Not Applicable	YES / NO
xxiii.	Declaration for treatment of cases regarding conflict of interest as per Annexure – 19	Applicable/ Not Applicable	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,

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

Dear Sir,

Sub: Submission of Offer against Tender Enquiry No:

Having examined the tender documents against your Tender Enquiry No. _____
_____ dated _____ 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 _____ (name of work & project site), 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 'Performance Security'
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,

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

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender 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 Tender Enquiry.

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,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Enquiry Specification No:

I/We, _____ declare that,

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

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Enquiry Specification 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,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender Enquiry No. & Date:

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:

DECLARATION

Date: _____

To,

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

Dear Sir/ Madam,

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

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Enquiry Specification No:

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

Tick (✓) any one as applicable:

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

OR

2. The Proprieter, 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 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,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry Specification No:
2) All other pertinent issues till date

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

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

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,
Yours faithfully,

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

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

Note:

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

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,

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

Dear Sir,

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

Ref: 1) Tender Enquiry Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), 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.

Declaration for treatment of cases regarding conflict of interest

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

To,

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

Dear Sir,

Sub: Declaration for treatment of cases regarding conflict of interest

Ref: Tender Reference No:

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

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

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

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

(Signature of the authorized signatory of the bidder)



BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR
STE-TL ENGINEERING DEPARTMENT

**PRE-QUALIFICATION REQUIREMENT
SPRAY NOZZLE (LP EXHAUSTHOOD)**

DOCUMENT NO.
TL/SprayNozzle/PQR/20251
Rev:00 Dt:09.09.2025

Description: -

The spray nozzles are safety devices which spray the condensate in atomised form into LP steam turbine to prevent excessive heat build-up in LPT which may damage the LP blading and its internals. (Refer image of Spray Nozzle below for reference).

The Pre- Qualification Requirements pertaining to Engineering are as follows:

1. The vendor should have an experience in Supply of at least 02 Nos Spray Nozzles within last 7 years from date of enquiry for condensate/water medium in any industry, having minimum spec condition as mentioned below. Vendor to furnish experience list as per requirement in Table-1

Table-1

	Connection	Capacity/ Flow Rate (l/min) @3Kg/ cm ²	Body material	Nozzle Type	End user Contact details, Tel no's & Email Id	Executed PO No and date
Min. acceptance criteria	<u>Threaded</u>	≥1 Lpm	X10CrNiTi189 or SS321 or SS316L or equivalent / better SS grade	Circular Hollow cone with movable swirl chamber (Nor- return Valve function)		
Project-1						



2. The vendor should furnish the following documents satisfying criteria in clause 1 above -
 - a. Executed Purchase Orders should not be older than 7 years from the date of enquiry.
 - b. Vendor to submit self-certified unpriced purchase order copy/copies (as mentioned at 2a) along with all Technical documents i.e. GA Drawing {having details like Thread connection, Nozzle type, Flow-Rate@3 kg/cm² pressure-drop, Body Material} etc.
 - c. Bidder should furnish Customer address and email address where the spray nozzles were supplied as per clause 2b.

-SD

-SD-

Page 1 of 2

Prepared By Rajeev kumar	Approved By Sh. ANUJ JAIN
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BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR
STE-TL ENGINEERING DEPARTMENT

**PRE-QUALIFICATION REQUIREMENT
SPRAY NOZZLE (LP EXHAUSTHOOD)**

DOCUMENT NO.
TL/SprayNozzle/PQR/20251
Rev:00 Dt:09.09.2025

- d. Bidder should be either OEM or its JV/Authorized subsidiary / Authorized Dealer/ Licensee / Sister company. In case bidder is not OEM then authorization certificate is to be provided.
- e. In case of no prior experience of JV/subsidiary/sister company/licensee/authorized dealer, The Principal to confirm that guarantee/warranty of the supplied spray nozzles shall lies with the principal only, in case purchase order is placed on them.

Note:-

1. BHEL reserves the right to verify the information submitted by vendor. Submission of false/incorrect information shall lead to rejection of offer and shall be taken seriously by BHEL.
2. BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule doesn't hamper.
3. All the documents furnished to BHEL shall be in Hindi/English language only. If the documents are not in Hindi/English, then they must be accompanied with duly certified Hindi/English translations of the same.

----End of PQR----

-SD

Prepared By
Rajeev kumar

Rajeev kumar
20-09-2025

-SD

Approved By
Sh. ANUJ JAIN

Anuj Jain
20/9/25

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____
("Effective Date") by and between
M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at "BHEL
House", Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit
(hereinafter may be referred to as "BHEL" or "the Company").

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after
referred to as the "Supplier").

The Supplier and the Company may, unless the context otherwise requires, hereinafter be
collectively referred to as "Parties" or singly as the "Party".

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing,
commissioning and servicing of a wide range of products, systems and services for the core
sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable
energy, Oil & Gas and Defence and providing associated services to varied customers in
relation to which BHEL/its affiliates own valuable information of a secret and confidential
nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or
to be placed upon the Supplier, or otherwise, from time to time, make available, Technical
Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from
time to time and the Supplier understands and acknowledges that such Technical Information
is valuable for the Company and as such is willing to protect confidentiality of such
information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual
covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning
ascribed to the said term in this clause.

- A. **"Contract"** means the Contract entered into with a Supplier and includes a Purchase
Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **"Effective Date"** means the date of this Agreement as mentioned in the preamble of
this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of --- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.
- d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) 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 or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other 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 at ----- **(Insert the name of the city/town of the concerned BHEL Unit/Division).**

d) 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 the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the BHEL Unit/Division is located)**

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address: