



Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal Sahib (Punjab)

Enquiry No.
2627-021E

Date:
24.06.2026

NOTICE INVITING TENDER (NIT)

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

Tender enquiry no. & date	2627-021E dated 24.06.2026
Form of contract	Supply
Tender / Item description	Annual rate contract for procurement of steel castings
Material standard / Drawings	As per attached TDC(s) & Sample Drawings
Location(s) of Supply / Work	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
Earnest Money Deposit (EMD)	Not Applicable
Quotation parts	Two Part Bid
Tender download / Bid submission start date	24.06.2026 (18:00 Hrs. IST)
Tender download / Bid submission end date	06.07.2026 (12:00 Hrs. IST)
Tender / Bid opening date	06.07.2026 (15:30 Hrs. IST)
Make in India local content	50 %
Validity of offer	Upto 31 st Aug 2026
Reverse auction	Applicable
Integrity pact (IP)	Applicable
Non-disclosure agreement	Applicable
Contact person details	Rajesh Kumar, Sr.Manager 01859-224 618, kumarrajesh@bhel.in Sahil Malhotra, Manager 01859-224 603, sahil@bhel.in



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

This tender is through e-procurement mode. Tender documents can be downloaded from <https://eprocurebhel.co.in>

S1 SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/Drawings/RT Shooting sketch and other requirements as given in the Purchase Order. The applicable TDC for 1) Indian vendors is TDC:0412 Rev29 (or latest applicable), 2) IGC CF8/CF8M Castings is TDC:6:400 Rev 02 (or latest applicable) 3) Wherever tolerances are not specified in drawing, for untoleranced dimensions in castings VL:STDC:023 Rev 02 4) Procedure for repair of steel castings – Valves, [SIP:VIS/Rev 04](#) (or latest applicable)

TDC(s) and RT shooting sketch are enclosed herewith. Sample drawings are attached herewith. Item wise rate schedule details are as following:

Tender enquiry sl. no.	Rate Schedule	Tentative tender quantity (MT)	Applicable TDC
1.	WCB/WCC- 2" & 3", UPTO C500 CASTING	228	TDC:0412
2.	WCB/WCC- 4" & ABOVE, UPTO C500 CASTING	1930	TDC:0412
3.	WC9- 2" & 3", UPTO C500 CASTING	2	TDC:0412
4.	WC9- 4" & ABOVE, UPTO C500 CASTING	8	TDC:0412
5.	CF8- 2" & 3", UPTO C500 CASTING	14	TDC:0412
6.	CF8- 4" & ABOVE, UPTO C500 CASTING	66	TDC:0412
7.	CF8- 2" & 3", UPTO C500 CASTING (IGC)	2	TDC:6:400
8.	CF8- 4" & ABOVE, UPTO C500 CASTING (IGC)	3	TDC:6:400
9.	CF8M- 2" & 3", UPTO C500 CASTING	2	TDC:0412
10.	CF8M- 4" & ABOVE, UPTO C500 CASTING	27	TDC:0412
11.	CF8M- 2" & 3", UPTO C500 CASTING (IGC)	2	TDC:6:400
12.	CF8M-4" & ABOVE, UPTO C500 CASTING (IGC)	5	TDC:6:400
13.	C12A- 4" & ABOVE, UPTO C500 CASTING	54	TDC:0412
14.	WCB/WCC- TOA BODY & COMPONENTS (<500KG)	31	TDC:0412
15.	WC9 - TOA BODY & COMPONENTS (<500KG)	22	TDC:0412
16.	TA COMPONENT WC6	5	TDC:0412
17.	WC6- 2" & 3", UPTO C500 CASTING	11	TDC:0412
18.	WCB/WCC- 2" & 3" (600 Class & SPL Casting 150/300/400 Class)	3	TDC:0412
19.	WCB/WCC- 4" & ABOVE (600 Class & SPL Casting 150/300/400 Class)	245	TDC:0412
20.	WC9- 4" & ABOVE (600 Class & SPL Casting 150/300/400 Class)	11	TDC:0412
21.	CF8- 2" & 3" (600 Class & SPL Casting 150/300/400 Class)	2	TDC:0412
22.	CF8- 4" & ABOVE (600 Class & SPL Casting 150/300/400 Class)	2	TDC:0412



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

Tender enquiry sl. no.	Rate Schedule	Tentative tender quantity (MT)	Applicable TDC
23.	CF8M- 2" & 3"(600 Class & SPL Casting 150/300/400 Class)	2	TDC:0412
24.	CF8M- 4" & ABOVE (600 Class & SPL Casting 150/300/400 Class)	2	TDC:0412

SPL castings are not covered in Tender Enquiry S.No 1, 2, 4, 5, 6, 9 & 10. The tender quantity of each schedule given above is tentative and may vary as per BHEL requirements during execution of contract.

Rate schedule given above represents all castings under respective class range. These rate schedules are for tendering purpose only. Actual PO will be released as per material codes given in "list of items". List of items is a probable list. New codes in this list of items can be added from time to time for similar type of castings and will also be covered under this Rate Contract.

Pre-Qualification terms for participating in the Rate Contract:

1. Bidder should be a manufacturer for Carbon Steel Castings/Alloy Steel Castings/Stainless Steel Castings. Supplier to provide undertaking and documentary evidence [ISO/UDYAM/ Well Known Foundry/ Machinery List/ any other document] for being a manufacturer of Steel castings.
2. Bidder shall submit "Well Known Foundry" recognition certificate under the Indian Boiler Regulations 1950 for manufacture of Boiler Quality Castings which shall be valid as on date of tender opening and supplier has to submit undertaking that they shall renew it from time to time in case of certificate expiry during order execution.

Well Known Foundries, whose certificate is expired and is not extended on the date of tender opening, shall submit the expired "Well Known Foundry" certificate and submit documentary evidence/undertaking for renewal of the same. However, expiry of extended certificate should not be more than one year old from tender opening date.

In case the supplier is not having "Well Known Foundry" certificate, then he can supply castings after inspection from IBR approved inspection authorities for IBR items. Foundries which are not recognized as "Well Known Foundry" should have experience of supplying Boiler Quality Castings under Indian Boiler Regulations 1950 and shall have to submit purchase order and corresponding proof of Witness pouring by IBR approved inspecting authorities. Date of such purchase order shall be on or after 01.06.2023 and upto the actual date of Part I bid opening.

3. Bidder should have manufactured and supplied IBR castings successfully. Supplier to submit copy of three material certificates as an evidence for supply of IBR castings successfully. Certification in IBR Form III-F for IBR items from "IBR-Well Known Foundry" or "Inspecting Authority", as applicable, to be submitted. Date of material test certificate should be on or after 01.06.2023 and upto the actual date of Part I bid opening. Three material test certificates (Form III-F) of three different dates are required to be submitted.



SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

4. Bidder should have experience of supplying Radiography Tested (RT) castings and shall have to submit purchase order and corresponding proof of RT reports. Date of such purchase order shall be on or after 01.06.2023 and upto the actual date of Part I bid opening..
5. Bidder should have successfully manufactured and supplied steel castings. Bidder shall submit customer Purchase Orders and their invoices for supply of Carbon Steel Castings/Alloy Steel Castings /Stainless Steel Castings with minimum cumulative value of Rs.3,00,00,000 (Rs. Three Crore only) as proof. Date of Purchase Order/s date & corresponding invoices: should be 01.06.2023 or afterwards and upto the actual date of Part I bid opening. All mentioned values are net of taxes.

In case the bidder submits purchase orders for the machined castings, 80% of the PO value (net of taxes) shall be considered for evaluation against the above pre-qualification criteria. Purchase orders submitted by bidders for supply of raw steel castings/ machined steel castings shall only be considered. Purchase orders consisting assembly of various components shall not be considered.

Start-ups shall be exempted from this criteria of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates. (*Start up exemption is only applicable to point 5 of PQC*)

S2 PART-I: TECHNO-COMMERCIAL BID should contain all the documents/confirmations as per following details:

- a) Acceptance of Techno-Commercial terms and conditions is to be provided in Part I bid format.
- b) MSE vendors should submit **Udyam Registration Certificate/UAM** for availing applicable benefits for MSE vendors as per tender terms. Validity of document shall be considered as on date of Part I opening as per the latest available notification from Govt.
- c) Documents as per pre-qualification terms.
- d) Duly filled Annexure-A (Monthly casting supply commitment in MT and Pattern availability).
- e) Duly filled Annexure-B (Confirmation for pattern development and minimum order quantity-MOQ).
- f) Duly filled Annexure-C (Non-Disclosure Agreement)
- g) Duly filled Annexure-D (Declaration for RESTRICTIONS UNDER RULE 144(XI))
- h) Annexure-E (Integrity Pact)
- i) Annexure - F MII Declaration content format (*in case applicable as per the guidelines - to be certified by statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content*). **CA certificate with valid UDIN (Unique Document Identification Number) will only be considered in order to fulfill this criterion.**
- j) Duly filled Annexure-G for Treatment of case regarding conflict of interest
- k) Duly filled Annexure-H for Declaration regarding insolvency

S3 REVERSE AUCTION

Reverse auction will be conducted in this tender enquiry.

S4 SUBMISSION OF SUPPLIER REGISTRATION FORM (SRF)



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

Bidders, who are not currently on registered list of BHEL IVP Goindwal and BHEL Trichy, may submit their application for vendor registration through online system on www.bhel.com in IVP Goindwal material category 'GVCST'. Direct link for online supplier registration is <https://supplier.bhel.in/>. This application submission can be done separately/immediately without waiting for the tender opening and finalization.

S5 Bid Validity

Bids shall be valid for tender finalization till 31st Aug 2026.

S6 VALIDITY OF CONTRACT

The rate contract will be in operation for release of purchase orders for one-year period from the date of finalization of this tender enquiry. However, BHEL reserves the right to terminate the contract earlier also if the performance of the vendor is not satisfactory. This rate contract can be extended again for period of one more year on mutual agreement.

S7 DELIVERY SCHEDULE

Delivery period be within 120 days from date of Purchase Order for all items except (Tender Enquiry Sl.no 13 i.e C12A castings - C12A- 4" & ABOVE, UPTO C500 CASTING). For (Tender Enquiry Sl.no 13 i.e C12A castings - C12A- 4" & ABOVE, UPTO C500 CASTING) delivery period shall be 180 days from date of purchase order.

In case of special requirements, BHEL may ask vendor/s to supply with lesser delivery schedule, which shall be mentioned in the purchase orders. In such cases, delivery extension may be given to vendor for equal load in other pending purchase orders.

S8 TEST CERTIFICATE

It is the responsibility of successful vendor to ensure that all the castings are supplied with IBR TC or MTC as applicable as per the TDC.

S9 PROCEDURE FOR CASTING WEIGHT ESTABLISHMENT

Rate of any item shall be derived by multiplying established weight with rate per kg. Weights shall be established as per attached TDCs.

The established weights shall be applicable to all vendors. Weights of same patterns for different material grade castings shall be considered same. However, in case of special grade materials such as C12A, BHEL may review the weight of special grade components on case to case basis. Weights shall be established again on revision of dimensions of component.

When a vendor is taking any item as a new development, if his weight is less than already established weight, this weight will be considered as new established weight and binding on all vendors. New established weight shall be applicable on the new supplier for all the supplies received subsequent to the receipt of sample castings. For other suppliers, new established weight shall be applicable on all the purchase orders released after fresh weight establishment. In case the weight of casting (new development) is more than already established weight, then already established weight shall be binding on the vendor. List of castings with already established weights is attached herewith.



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

For any new item, not established till date, the first verified weight by BHEL after complete dimensional verification and acceptance shall be declared as established weight (as per TDC). Payments shall be made on established weights only. Additional claim of any vendor due to his extra weight over and above the established weight shall not be entertained.

Random verification of castings with already established weights may be done at BHEL stores on receipt of casting lot and in case, any discrepancy is noted between established weight and actual casting weight, then applicable deduction will be done from vendor invoices. Further re-establishment of weights will be done.

If any modification of pattern is done at vendor's end after establishment of weight of castings, then it is vendor responsibility to inform BHEL.

S10 ORDERING FOR CASTINGS

a) **REQUIRING NEW PATTERNS**

If a party has already developed a particular type and size of casting, regular orders will be placed for those castings.

If a party has not already developed a particular type and size of casting, purchase orders will be placed based upon the confirmation provided by the bidders in Annexure – B for the development of new patterns.

b) **Min Heat Load for Alloy Steel/Stainless Steel Castings**

Foundries may specify the minimum heat load required by them for alloy steel/ stainless for pouring of castings based upon their furnace capability and requirement.

S11 RADIOGRAPHY

Consistent radiography quality is to be ensured and to be maintained uniformly in bulk supply with adequate process and method controls. Since the required castings are of radiographic quality, BHEL reserves the right to conduct radiographic testing of sample pieces at its own arrangement and derive conclusion of soundness of casting supplied against the said lot/heat based on the results of such testing.

- Standard requirement of radiography of castings shall be as applicable TDC.
- Any additional requirement shall be specifically called for in PO.
- BHEL intends to get delivery of castings along with radiographed sets as ordered. The claim of vendor for payment of supplies against any PO can be put on hold if the requisite no. of radiographed sets has not been delivered. BHEL shall reserve the right to select any sample from a lot offered and get it radiographed at vendor's works.

Vendor will be required to submit radiographic films and test reports. BHEL/TPI will review and evaluate radiography films and RT reports and reserves the discretion to do so at the premises of the vendor.



SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

Radiography procedure shall be as per ASME B 16.34 and as mentioned in BHEL's TDCs. All the radiography films shall be dispatched to BHEL without delay either before the castings are being dispatched or along with the castings. Vendor shall undertake radiography on new development as per applicable TDC.

RT charges: Fixed RT charges @ Ir₁₉₂: Rs 1.38/cm² & Co₆₀: Rs 1.81/cm² shall be paid on actual verified film area.

Non acceptance of RT charges by the bidder may lead to the disqualification of the bidder from tender enquiry.

S12 INSPECTION REQUIREMENTS FOR CASTINGS

1. For RT as well as non-RT castings, the seller shall give advance notice of minimum 03 working days for inspection to the purchaser. Inspection will be carried out within 07 working days from the proposed date of inspection.

In case of time taken by BHEL is more than 07 working days, delivery extension on account of delay may be provided to seller for number of days beyond 07 working days for the delayed portion only.

2. All required tests (Physical properties, Chemical properties, Heat Treatment, NDE, Visual, Surface finish etc.) as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections. Third party inspection charges will be borne by BHEL.
3. Sample castings are to be identified by vendor in the delivery challan as "Sample" and the dimensional reports and RT reports are to be provided to BHEL along with supply. Also mention "Sample" on castings with white paint.
4. RT castings have to be mentioned "RT" on castings with white paint.
5. Material code as mentioned in PO is to be mentioned on all casting with paint.

S13 REPAIR OF CASTINGS

- a) All castings shall be supplied free of defects like shrinkage, hot tears and process variable defects like sand inclusion, slag inclusion, gas entrapment etc. If any casting is found containing defects more than allowable limit, the same shall be upgraded at foundry itself before dispatch to BHEL with necessary documentation, enabling BHEL to make use of such castings immediately for production.
- b) If castings are found defective at different stages of manufacturing, the same may be repaired at the defective area and the repaired castings shall be accepted after performing requisite NDT at vendor's cost. BHEL shall decide about the areas to be repaired in all such cases.
- c) Castings, that are found defective after receipt at BHEL, necessary repair of the castings may be carried out by BHEL and charges as per table given below shall be deducted from any of the running bills of the vendor.



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

Scope of Work	Carbon Steel (Rs/cc)	Alloy Steel (Rs/cc)	Stainless Steel (Rs/cc)
Material removal by gouging, dressing by grinding, material deposit by carrying welding & then dressing by grinding of valve castings at BHEL premises with all BHEL resources	22.95	24.40	28.95
Material deposit by carrying out Welding of valve castings & then dressing by grinding at BHEL premises with all BHEL Resources	19.25	20.65	25.20
Material removal by grinding in case of excess casting at BHEL premises with all BHEL resources	9.45	9.50	9.55

- d) In case of rejection of casting after machining/ assembly/testing due to defects more than allowable limits or major variation in dimensions etc. then the entire cost incurred till that stage shall be deducted from any of the running bills of the vendor.
- e) Repair of castings shall be done as per procedure for repair of steel castings – Valves, SIP:VIS/Rev 04.

S14 LOADING

Rate Contract will be entered with maximum 05 vendors for each material group to ensure continuous supply as per BHEL requirements. However, no. of vendors can be increased, if MSE clause is not fulfilled amongst five vendors.

For this, BHEL reserves the right to give counter offers of L1 rates to all other vendors except highest bidder. Counter offer shall be issued to the highest bidder, in case there are only two bidders for the tender item. Loading shall be done on vendor as per below mentioned criteria subject to acceptance of counter offered L1 rates:

Vendor	L1	L2	L3	L4	L5
% Loading*	38%	25%	18%	12%	7%

After taking acceptance of counter offer from vendors: -

- In case there are only 04 vendors against any item, then loading ratio applicable will be 40:30:20:10.
- In case there are only 03 vendors against any item, then loading ratio applicable will be 50:30:20.
- In case there are only 02 vendors against any item, then loading ratio applicable will be 60:40.



SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

- If no one accepts the counter offer for any particular any item/items, entire 100% quantity shall be loaded upon L1 vendor.

In case loading criteria is meeting the MSE clause, then there will not be any change in loading criteria specified above. In case loading on MSE vendors is less than 25%, then equal deduction will be done from the loading specified above on other vendors to meet the 25% criteria for MSE vendors.

*Regulation of loading on vendor in the rate contract will be based on following points: -

Primarily vendors will be loaded as per the above specified criteria. However, BHEL has the right to change loading on vendors in the following cases:

- 1) **Pattern Availability:** Vendor shall submit list of available patterns with the offer itself as per Annexure-A. Further, vendor shall provide their confirmation to develop new patterns as per annexure-B.

If particular vendor is not having pattern, then table (As per annexure-B) will be referred for ordering of castings under the rate contract.

At point of ordering, if vendor is not loaded fully as per loading criteria due to non-availability of patterns/un-willingness to make new patterns (annexure – B), then the quantity which could not be loaded to the vendor, will be loaded amongst other eligible vendors as per their share and ranking. However, this difference of tonnage will be compensated in next ordering if possible. If this difference of tonnage cannot be compensated, then ordering may vary in any proportion from above loading criteria.

- 2) **Capacity and Past performance:** Monthly casting supply commitment will be taken from vendor as per annexure-A and will be considered as capacity of vendor. Loading will be subject to orders available with BHEL, vendor ranking, pending purchase orders and capacity of vendor. BHEL reserve the right to reduce loading on vendor in case receipt of castings is not as per commitment. This reduced quantity will be distributed amongst other eligible vendors as per their share and ranking.
- 3) **Min Heat Load for Alloy Steel/Stainless Steel Castings:** Ordering under the rate contract shall be done as per the ranking. However, in case of minimum heat load requirement of foundries for pouring of Alloy steel/stainless steel castings the ordering proportion may vary. Difference in the tonnage shall be compensated in the next ordering if possible. If this difference of tonnage cannot be compensated, then ordering may vary in any proportion from above loading criteria.

S15 PRICE BASIS

- a) Rates shall be quoted on **rate INR per kg basis & on FOR GOINDWAL basis. Comparison shall be made on landed rate per kg to BHEL Goindwal for deciding L1 offer.** Evaluation shall be done line item wise.
- b) Rates shall be inclusive of pattern and development cost. The pattern cost shall be borne by the vendor.
- c) Unloading of material at Main Stores of BHEL shall be arranged by BHEL.
- d) Order of enquiry item sl. no. shall be maintained in the quotation.



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

- e) Finalized rates shall be reckoned as base rates and the base date shall be date of technical bid opening. Finalized rates shall be valid upto 31st Aug 2026 from date of technical bid opening. Further, PVC shall be calculated from 1st Sept 2026 and shall be valid for 2 months. Thereafter, frequency of calculating rates will be two months as per Price Variation Clause.

S16 PRICE VARIATION CLAUSE FORMULA

Casting prices shall be revised based on the prices of only five materials [viz; Ferrous scrap, Ferro-moly, Ferro-Chromium, Nickel & Ferro-Vanadium]; labor, Fuel & Power index. Price variation due to change in any other input shall not be considered during the validity of RC. Revised rates shall be arrived at by using following formulae: -

PVC Formula	
Material	Formulae for calculating X_n , price for two months period
WCB, WCC	$X_n = X_o + 1.0909 (H_n - H_o) + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
WC6	$X_n = X_o + \{1.0713 (H_n - H_o) + 0.006 (F_{mn} - F_{m_o}) + 0.0136 (FCr_n - FCr_o)\} + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
WC9	$X_n = X_o + \{1.0536 (H_n - H_o) + 0.0115 (F_{m_n} - F_{m_o}) + 0.0259 (FCr_n - FCr_o)\} + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
CF8	$X_n = X_o + \{0.7691 (H_n - H_o) + 0.0055 (F_{m_n} - F_{m_o}) + 0.2127 (FCr_n - FCr_o) + 0.1036 (Ni_n - Ni_o)\} + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
CF8M	$X_n = X_o + \{0.7364 (H_n - H_o) + 0.0273 (F_{m_n} - F_{m_o}) + 0.2127 (FCr_n - FCr_o) + 0.1145 (Ni_n - Ni_o)\} + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
C12A	$X_n = X_o + \{0.9784 (H_n - H_o) + 0.0103 * (F_{m_n} - F_{m_o}) + 0.0955 * (FCr_n - FCr_o) + 0.0044 * (Ni_n - Ni_o) + 0.0023 * (Van - V_{ao})\} + 0.18 * X_o * \Delta E + 0.10 * X_o * \Delta L$
Terms used are defined below	
X_o	Finalized price will be valid upto 31 st Aug 2026 from the techno-commercial opening date of the rate contract and will be taken as base for further PVC calculations.
X_n	Revised PVC price of the material to be declared after every two months. POs shall be released on this revised PVC price for two months period.
H_o	Average Ferrous scrap price HMS (Mumbai/Pune) (Foundry), Chennai & Kolkata from the MMR (Avg data for the preceding two months from techno-commercial opening date) shall be informed by BHEL along with final rates.
H_n	Average Ferrous scrap price HMS (Mumbai/Pune) (Foundry), Chennai & Kolkata from the MMR (Avg data for preceding two months when the revised price will be applicable).
F_{m_o}	Average Price of Ferro Molybdenum (60%) taken from the MMR (Avg data for the preceding two months from techno-commercial opening date)



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

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PVC Formula	
Material	Formulae for calculating X_n , price for two months period
Fm_n	Average Price of Ferro Molybdenum (60%) taken from the MMR (Avg data for preceding two months when the revised price will be applicable).
FCr_0	Average price of Ferro Chromium (Cr. 60%) Low Carbon, taken from the MMR (Avg data for the preceding two months from techno-commercial opening date)
FCr_n	Average Price of Ferro Chromium (Cr. 60%) Low Carbon taken from the MMR (Avg data for preceding two months when the revised price will be applicable).
Ni_0	#Average Price of Nickel taken from the website www.lme.com , (Avg data for the preceding two months from techno-commercial opening date). Price in Rs./kg for all values of two months shall be calculated. Offer price available on LME website shall be considered.
Ni_n	#Average Price arrived for Nickel from the website www.lme.com , basis (Avg data for preceding two months when the revised price will be applicable. Offer price available on LME website shall be considered).
Va_0	Average Price of Ferro Vanadium (50%), taken from the MMR (Avg data for the preceding two months from techno-commercial opening date)
Van	Average Price for Ferro Vanadium (50%), taken from the MMR (Avg data for preceding two months when the revised price will be applicable).
ΔE	Change in Wholesale Price Index Numbers– All-India basis reference taken from http://rbi.org.in/home.aspx>>publications>>Monthly>>RBI bulletin>>Prices [Table no. 22]-1.2: Fuel and Power. ΔE will be calculated as per below formula: Latest available Indices (provisional or final) shall be considered for calculating the average. $\Delta E = (E_n - E_0) / E_0$; where E_0 is base index for Fuel & Power and E_n is index for Fuel & Power for new months.
ΔL	Change in Consumer Price Index Numbers for Industrial Workers – All-India basis reference taken from http://rbi.org.in/home.aspx>>publications>>Monthly>>RBI bulletin>>Prices [Table no. 20]-1. ΔL will be calculated as per below formula: Latest available Indices (provisional or final) shall be considered for calculating the average. $\Delta L = (L_n - L_0) / L_0$; where L_0 is base index for labour and L_n is index for labour for new months.
# All prices used in formulae are in Rs. per kg. \$ (USD) to Rs. price shall be taken from www.rbi.org.in Rs./kg value for Nickel shall be derived by using \$/kg and \$ to Rs. conversion rate for respective date (nearest preceding date) and then average shall be taken for the period.	

S17 INTEGRITY PACT (IP)

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. no.	IEM	Email ID
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BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence will the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's official whose contact details are provided below:

Details of contact person(s):

Name	Rajesh Kumar	Sahil Malhotra
Department	Material Management	Material Management
Address	433, Industrial Complex, IVP Goindwal, Dist. Tarn Taran Punjab 143422	
Phone: (Landline / Mobile)	01859-224618 / 98887 72318	01859-224603 / 9814209180
Email	kumarrajesh@bhel.in	sahil@bhel.in

S18 Payment Terms:

1. Due payment against supplies shall be made on 45th day of material entry date at BHEL gate. In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders the same shall be notified by BHEL to supplier within 15 days. Payment due date shall be revised considering successful submission of documents/removal of deficiency by supplier.

For availing MSE benefits, latest copy of Udyam certificate shall be submitted. **MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).**

In case of any deviation from standard payment term mentioned, BHEL at its discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)
- Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
 - Transporter copy along with material/consignment.
 - Material Test Certificates (MTC) and
 - Compliance Certificate.
3. GST registration number is to be submitted by qualified vendor as per GST law.
4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.



BHEL IVP
GOINDWAL SAHIB

SPECIAL TERMS AND CONDITIONS

Rate Contract tender enquiry no. 2627-021E dated 24.06.2026 Due date 06.07.2026

Tender Description: Supply of Valve castings on Annual Rate Contract basis

5. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

S19 Breach of Contract and Termination

In case of breach of contract, 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 of breach of contract i.e. single/multiple purchase orders released under RC, 10 % of the corresponding PO value shall be deducted from the defaulted supplier. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

1. from dues available in the form of Bills payable to defaulted supplier against the same contract.
2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
3. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Balance scope shall be got done independently without Risk & Cost of the failed supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

S20 Preference to Make in India

As per the guidelines from Ministry of Steel - Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Govt procurement – Revised, 2025 dtd 17-12-25, minimum 50% domestic value addition (HSN code – 7325) is required in the Steel castings to be supplied under the rate contract. Further, any revision in the guidelines from the concerned nodal ministry shall be applicable.

S21 Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided below

Rajesh Kumar, Sr.Manager
01859-224 618, kumarrajesh@bhel.in
Sahil Malhotra, Manager
01859-224 603, sahil@bhel.in

2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

These Special terms & conditions and GCC collectively are the part of tender terms and conditions. Any term in special terms and conditions will supersede the GCC.



General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

TABLE OF CONTENTS

1. Instruction to Bidder	2
2. Scope of Supply	2
3. Price Basis.....	3
4. Taxes & Duties	3
5. Evaluation in Case of More Than One L-1 Bidder.....	4
6. Inspection.....	4
7. Delivery Schedule.....	5
8. Reverse Auction.....	5
9. Payment Terms	5
10. Supplied Material Adjustment.....	6
11. Treatment of cases regarding Conflict of Interest	6
12. Validity of Offers.....	7
13. Performance Security (PS).....	7
14. Breach of contract, Remedies and Termination.....	8
15. Acceptance of Material Supplied.....	8
16. Warrantee and Corresponding Repair / Replacement of Goods.....	9
17. Preferences for Micro and Small Enterprises (MSEs).....	10
18. Liquidated Damage (LD).....	10
19. Liability Under Reverse Charge (RCM).....	11
20. Preference to Make in India.....	11
21. Resolution of Disputes.....	11
22. Access to Manufacturing Premises.....	13
23. Force Majeure	13
24. Non-Disclosure Agreement	13
25. Preventive Checks to Eliminate Suspected Cartel Formation	14
26. Fraud Prevention Policy.....	14
27. Suspension of Business Dealings with Suppliers / Contractors	14
28. Discrepancy in Words and Figures	15
29. LOI (Letter of Intent).....	15
30. Sub-Contract	15
31. Clarifications.....	16
32. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017	16
33. General.....	17
34. Treatment in Case of Dealer Acceptance	19
35. Enclosure	19

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Page 1 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

1. Instruction to Bidder

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts.' This tender box is located at the entrance of Admin block BHEL Goindwal. Quotations can also be submitted through e-mail at tendermm_ivp@bhel.in. Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to tender issuing authority [Contact: 01859 224 615/ 618]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

1.2 Instruction to bidder (In case of E-Procurement)

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. **Offers in any other mode will not be accepted.**
3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.
5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
6. **Disclaimer clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

2. Scope of Supply

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves. Latest applicable revisions of standards/procedures to be referred.





General Conditions of Contract (GCC) of MM Tenders BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

3. Price Basis

1. Order of enquiry item sl. no. shall be maintained in the quotation.
2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.

4. Taxes & Duties

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in his GSTR-1 and
- b) Receipt of goods and Tax invoice by BHEL and
- c) Confirmation of payment of GST thereon by vendor on GSTN portal.
- d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

GST Law Provision in 'Bill to Ship to' Case





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

In case where delivery destination is other than BHEL IVP Goindwal, then the following clause is also applicable: -

As per the extant provisions of Sec. 12(2), read with Sec. 31(1) of CGST Act, 2017, the time limit to raise GST invoice is till the time of removal of goods (where the supply involves movement of goods).

Accordingly, it has been reiterated that customer (BHEL's Customer) billing is also to be done by BHEL at the time of vendor's billing on BHEL on removal of goods from vendor's works and GST liability is to be discharged thereof.

Hence, Vendor is required to inform BHEL at the time of billing/removal of goods. In the case where BHEL is get penalized by GST authority, due to delay in generating the invoice and the core reason for this delay is attributable to supplier, then the penalty imposed on BHEL by GST authorities will be pass on to supplier and deduction will be done from the pending dues of supplier with BHEL.

5. Evaluation in Case of More Than One L-1 Bidder

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

6. Inspection

1. The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.
5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
6. In case of following points, visit charges to be paid to Third Party Inspection Agency (TPIA) shall be imposed as penalty on Supplier:

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General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

- Nothing/NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call.
- Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ Other pertinent requirement), while carrying out Inspection.
- Less Quantity/ Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer.

7. Delivery Schedule

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

In case of non-acceptance of delivery schedule, supplier bid is liable to be rejected.

8. Reverse Auction

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

9. Payment Terms

- Payments shall be made to the Seller (MSE / Non MSE) within the mentioned days (as per below table) from the Payment Due date. Vehicle entry date at BHEL Units / Sites / other delivery destinations as mentioned on Lorry Receipt (LR) copy shall be taken as Payment due date.

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

In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders, the same shall be notified by BHEL to supplier. Payment due date shall be revised accordingly considering submission of all documents/removal of deficiency by supplier.

For availing MSE benefits, latest copy of Udyam certificate shall be submitted.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)

- i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
- ii) Transporter copy along with material/consignment. In case material is delivered at location other than BHEL Goindwal, then LR receipt/acknowledgement is required.
- iii) Material Test Certificates (MTC) and
- iv) Compliance Certificate.

Any additional document required shall be mentioned in special terms & conditions.

3. GST registration number is to be submitted by qualified vendor as per GST law.

4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.

5. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

10. Supplied Material Adjustment

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (<https://trichy.bhel.com/mm/index.jsp>).

11. Treatment of cases regarding Conflict of Interest

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

- 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.

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General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

- 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.

It has to be signed by the authorized signatory of the bidder.

12. Validity of Offers

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of tender extension, the bid validity shall be considered from the date of tender opening.

13. Performance Security (PS)

Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rs. twenty lakhs.
- 2) **(a) In case total PO value on vendor in one tender enquiry is greater than Rs. 20 Lakhs:** Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months of completion of all supplies under the PO.

(b) In case total PO value on vendor is equal to or greater than Rs. 2 crores, then before the release of this PS as mentioned in clause 2 (a) above, vendor has to submit another PS of Rs. one lakh after two months of completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date. Further release of PS as mentioned in 2 (a) will also be subject to submission of additional PS as mentioned in 2 (b) above if applicable.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

Mode of deposit:





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

Account details:

Bank Name	STATE BANK OF INDIA
BRANCH	GOINDWAL SAHIB
A/C NO	40179740806
IFSC CODE	SBIN0010743

- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- 4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 5) Insurance Surety Bond.
- 6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Forfeiture of Performance Security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

14. Breach of contract, Remedies and Termination

In case of breach of contract, 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 the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

15. Acceptance of Material Supplied

1. The supply shall strictly as per the specifications in the tender /purchase order.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.
4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL through B2B portal within 15 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.
5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.
6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier.

16. Warrantee and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the cost of the seller as per contractual obligations.

All incidental charges like freight, insurance and customs duty in respect of return of defective items are to vendor's account only. BHEL will inform related invoice, quantity etc. to supplier. Supplier has to give advance intimation / plan (Transporter, Vehicle details) for the lifting of material. Further supplier has to provide requisite documents (such as Credit Note, e-Way Bill etc.) to lift the rejected material. Material should be lifted within one month from date of intimation. After one-month, BHEL will not be responsible for rejected material and BHEL shall have the right to dispose off such rejected material.

The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such

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AMAN SHARMA

Page 9 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.

17. Preferences for Micro and Small Enterprises (MSEs)

Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE’s shall be reserved for MSE’s owned by SC/STs. Failure to participate by any MSE owned by SC/ST’s; this 6.25% quantity shall be procured from other MSEs.
- 3% from within the 25% quantity offered to the MSE’s shall be reserved for women owned MSE’s. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE’s. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

18. Liquidated Damage (LD)

1. Time is the essence of the contract.
2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.

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AMAN SHARMA





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

4. Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
5. Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, Vehicle entry date at BHEL Units / Sites / other delivery destinations as mentioned on Lorry Receipt (LR) copy shall be taken as basis for LD calculations.
6. Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

19. Liability Under Reverse Charge (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

20. Preference to Make in India

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

21. Resolution of Disputes

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-X to this GCC.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

The Annexure-X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

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

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

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

22. Access to Manufacturing Premises

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

23. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

24. Non-Disclosure Agreement

All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others.

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AMAN SHARMA





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

25. Preventive Checks to Eliminate Suspected 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.

26. Fraud Prevention Policy

The 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 <https://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.

27. Suspension of Business Dealings with Suppliers / Contractors

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <https://www.bhel.com/>.

INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

27.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.2. Commitment by Bidder/ Supplier/ Contractor:

27.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

27.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

27.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions.

28. Discrepancy in Words and Figures

1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5. Bids 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 shall be liable for rejection.
6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

29. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

30. Sub-Contract

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

31. Clarifications

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

32. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.
b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. *This clause shall be applicable only in the tenders which attract restrictions due to specified ToT.*
- II. "Bidder" (Seller / Service Provider) 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 (or entity) from a country which shares a land border with India" for the purpose of the Order 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
- IV. The beneficial owner for the purpose of (iv) 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—

Signature Not Verified

AMAN SHARMA

Page 16 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

- 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 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.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- VIII. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be Attached*]."

33. General

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.

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AMAN SHARMA





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that these terms and conditions are acceptable.
5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
13. The bidder has to keep track of any changes by viewing the addendum(s) / Corrigendum(s) issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
14. Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<https://supplier.bhel.in/>).
15. The General Conditions of Contract and the Special Conditions in each enquiry and the resulting purchase order constitute the entire contract between the parties. In case of any discrepancy between the provisions of General Conditions of Contract and Special Conditions of the Tender, the provisions in Special Conditions of the Tender shall prevail and interpretation of BHEL of such condition/clause will be final and binding on both the parties.

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AMAN SHARMA

Page 18 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

34. Treatment in Case of Dealer Acceptance

Whether dealers/agents in tender are acceptable that will be mentioned in tender special terms. In case of acceptance of dealers/agents in tender, below criteria is applicable.

For manufacturers

In case manufacturer insists on engaging a dealer / agent / reseller, such dealer / agent / reseller is not allowed to represent more than one manufacturer for same item. In case more than one dealers/agent of a company quote for same item, then bid of both dealers/agents shall be considered. In case OEM has authorized a particular dealer specific to any tender, then bid of any other dealer of same OEM shall be rejected.

For dealer / agent / reseller:

In case of dealers / agents / reseller, valid authorized dealer certificate is required from original manufacturer (OEM). In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected. Kindly quote for single make only. Dealer has to provide contact details (like name, e-mail id, telephone no & address) of OEM office issuing "Dealer Authorization Certificate".

35. Enclosure

- Annexure-1: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-2: Declaration reg. minimum local content in line with revised public procurement
- Annexure-3: Proforma of Bank Guarantee for Performance Security.
- Annexure-4: List of Consortium Bank.
- Annexure-X: Brief Procedure for Conduct of Conciliation Proceedings
- Appendix-I of Annexure-X
- Appendix-II of Annexure-X
- Appendix-III of Annexure-X





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Annexure-1

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

To
Bharat Heavy Electrical Limited
Industrial Valves Plant
Goindwal
Punjab-143422

Dear Sir,

Subject: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/
BANKRUPTCY PROCEEDINGS

Ref: 1) Tender Enquiry 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.

Yours faithfully,

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

Date:

Place:





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Annexure-2

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER
2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To
Bharat Heavy Electrical Limited
Industrial Valves Plant
Goindwal
Punjab-143422

Dear Sir,

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

Ref: 1) Tender Enquiry No.

We hereby certify that the items/works/services offered by M/s _____
(Name of of bidder) has a local content of ___% and this meets the local content requirement
for **Class-1 Local supplier/ Class-2 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.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

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 bidders quoted value is in excess of Rs 10 Crores , the authorized signatory of this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder





General Conditions of Contract (GCC) of MM Tenders
BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Annexure-3

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

Bank Guarantee No.
Date.

To
Bharat Heavy Electrical Limited
Industrial Valves Plant
Goindwal
Punjab-143422

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office BHEL House, Siri Fort New Delhi through its Unit at BHEL, IVP, Goindwal having awarded to.....
(Name of the Vendor / Contractor / Supplier) with its registered office at..... hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No..... valued at Rs. (Rupees)
and the Vendor / Contractor / Supplier having agreed to provide a contract performance bank guarantee, equivalent to ... % (... percent) of the said value of the contract to the employer for the faithful performance of the Contract.

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

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

Signature Not Verified

AMAN SHARMA





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

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

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

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

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

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

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

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





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

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

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

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this bank guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Date:

Place of Issue:

Notes:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp

Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Annexure-4

LIST OF CONSORTIUM BANKS

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





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Annexure-X

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case, within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case, within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

Signature Not Verified

AMAN SHARMA

Page 27 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

Signature Not Verified

AMAN SHARMA

Page 28 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sr. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	<p>In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	<p>i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	
		As per the extant entitlement of whole time Functional Directors in BHEL.

Signature Not Verified

AMAN SHARMA

Page 30 of 35
22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
---	-------------------	--

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - admissions made by the other party in the course of the Conciliator proceedings;
 - proposals made by the Conciliator;
 - The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Appendix-I of Annexure-X

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL





General Conditions of Contract (GCC) of MM Tenders
BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
 Goindwal Sahib, Dist. Tarn Taran,
 Punjab-143422 (INDIA)

Appendix-II of Annexure-X

**FORMAT FOR GIVING CONSENT BY
 CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date _____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
 Name, with designation Date**

Signature Not Verified

AMAN SHARMA

Page 34 of 35
 22.08.2025 12:35





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Appendix-III of Annexure-X

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.



Annexure-A : Monthly MT Capacity and Pattern availability

Sl. No.	Description	Vendor to mention
1	Attach list of patterns	Kindly attach
2	Monthly capacity for IVP Goindwal (MT)	

Bidders are hereby advised to attach the pattern list for BHEL Goindwal Range of Valves and as per the BHEL Drawings. Indicative list of items is enclosed with the tender terms.

Signature of vendor with stamp

**Annexure-B : Confirmation for pattern development and minimum order quantity-
MOQ**

Rate schedules given in tender terms are for the purpose of entering into rate contract. If a party has already developed a particular type and size of casting, regular orders will be placed for those castings based upon ranking in RC. Indicative list of items is enclosed with the tender terms. In case bidder does not have pattern for the castings, bidder is required to provide confirmation for development of new pattern as per table below:

S. No.	Weight of casting (Kg.)	Order Quantity for development of a new pattern, (No.) [A]	No. of patterns that bidder is willing to develop for order quantity [A] during the Rate Contract [B]
1	Less than 50 kg	40	
2	50 kg-100 kg	20	
3	100 kg-500 kg	8	
4	500 kg – 1MT	4	
5	1MT - 2MT	3	
6	3MT - 3.5MT	2	

Bidders participating in tender enquiry are required to fill column [B], keeping in perspective order quantity mentioned in column [A]. Wherever pattern development is to be done by the bidders, BHEL shall release the purchase order for minimum quantity mentioned in column [A] for development of single new pattern. In column [B], bidders are required to mention the no of patterns that the bidder is willing to develop during the currency of contract against the order quantity given in column [A].

Notes for the bidders:

- 1 For different material grades, total quantity shall be considered
- 2 BHEL may place order on the bidder for a qty less than the quantity (mentioned in column [A]) based upon the consent provided by the bidder in special cases (*such as in case of non-availability of pattern with any approved RC vendors i.e. L1 or counter accepted*) where available quantity with BHEL at the time of PO placement is less than the quantity mentioned in column [A].

Signature of vendor with stamp



BHEL –
GOINDWAL

THIRD PARTY NON-DISCLOSURE AGREEMENT

(Tender enquiry no. 2627-021E dated 24.06.2026)

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Goindwal on contract is confidential and that the nature of the business of the BHEL, Goindwal is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Goindwal. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Goindwal all documents and property of BHEL, Goindwal, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL Goindwal's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Goindwal and are reasonable given the nature of the business carried on by the BHEL, Goindwal. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 2026.

Name

Company

Signature

ANNEXURE-D

RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

(The bidders are required to print this on their company's letterhead & sign, stamp and submit with offer documents)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered.

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer.”

With regards

Signature with company seal
Name –
Company / Organization
Designation within Company / Organization
Address of Company / Organization

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

Tender Enquiry No 2627-021E dtd 24.06.2026 for supply of valve castings on annual rate contract basis

(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

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- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.


Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

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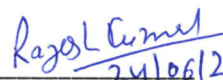
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.


 24/06/26
 साहिल मल्होत्रा/SAHIL MALHOTRA
 प्रबंधक/सामग्री प्रबंधक/Manager/Material Management
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड
 BHARAT HEAVY ELECTRICALS LIMITED
 भारत सरकार का उपक्रम/A Govt. of India Undertaking
 इंडस्ट्रियल वाल्व्स प्लांट/433, Industrial Valves Plant,
 गोइंदवाल साहिब (तारन तारन)/Goindwal Sahib, (Tarn Taran)

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place GOINDWAL SAHIB
Date 24/06/26

Witness: 
 (Name & Address) RAJESH KUMAR
Sr. Manager /MM, BHEL - IVP

Witness: _____
 (Name & Address) _____

राजेश कुमार/RAJESH KUMAR
 वरिष्ठ प्रबंधक/Sr. Manager
 सामग्री प्रबंधक/Material Management
 बी एच ई एल-आई वी पी/BHEL-IVP
 गोइंदवाल साहिब/Goindwal Sahib-143422
 जिला तारन तारन/Distt. Tarn Taran-(Punjab)

Make in India (MII) and Local Content Declaration

To whom it may concern

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. _____ (supplier name) are (tick whichever is applicable as below)

“**Class-I local supplier**” meeting the requirement of minimum local content equal to 50% or more defined in above mentioned government notification for the goods & services

(or)

Non-local supplier (if not belonging to Class-I)

against Tender Enquiry No. **2627-021E dated 24.06.2026**

Product: **Annual rate contract for procurement of steel castings**

Details of location at which local value addition will be made is as follows:

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

Authorized Signatory

Place:

Date:



BHEL – GOINDWAL

Treatment of cases regarding Conflict of Interest

(Tender enquiry no. **2627-021E** dated **24.06.2026**)

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.

It has to be signed by the authorized signatory of the bidder.

UNDERTAKING

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

To
Industrial Valves Plant
Bharat Heavy Electrical Limited
Goindwal Sahib
Tarn Taran-143422

Dear Sir,

Subject: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: 1) Tender enquiry no. **2627-021E dated 24.06.2026**

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.

Yours faithfully,

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

Date:

Place: