

**BHARAT HEAVY ELECTRICALS LIMITED
HARIDWAR-249403****Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

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

Sl. No.	BHEL Requirements	Supplier Acceptance/ Comments												
01	Pre-Qualification Criteria: 1.1 Technical/ PQR – Applicable (as per enclosed Annexures) 1.2 Integrity Pact- Not Applicable 1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. Explanatory Notes for the PQR (Pre-Qualifying Requirements): i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. ii. Price Bids of only those bidders shall be opened who stand qualified after compliance of PQR.													
02	Scope of Supply/Work: 1. Price bid shall be opened for only those bidders whose techno-commercial bid is acceptable to BHEL as per technical specifications. 2. Delivery period (as mentioned in GeM bid) is not sacrosanct and only notional. Item-wise BHEL delivery requirement is as per below table: <table><tr><th>Sl. No.</th><th>Item Code</th><th>Quantity (No.)</th><th>BHEL Delivery Requirement</th></tr><tr><td>1 to 19 of Annexure-7</td><td>As per Annexure-7</td><td>As per Annexure-7</td><td>Full qty. of each item within 70 days after PO</td></tr><tr><td>20 to 38 of Annexure-7</td><td>As per Annexure-7</td><td>As per Annexure-7</td><td>Full qty. of each item of Package within 70 days after intimation by BHEL (refer cl. 8.B below)</td></tr></table> Vendors to quote best possible delivery in the offer. Final mutually agreed delivery period shall be made part of BHEL regularization PO and accordingly, LD, if any, shall be calculated as per deliveries mentioned in BHEL regularization PO. Early delivery is also acceptable. However, offer of vendor(s) may not be considered whose quoted delivery does not suit BHEL requirement. 3. Offer from authorized distributor/trader/agent/stockist of suppliers/OEM is also acceptable with enquiry specific authorization letter from the suppliers/OEM. 4. BHEL Material code and PO no. is to be mentioned on each box/packet of supply. 5. FOR ITEM SL. NO. 1 & 8 OF ANNEXURE-7: A. GUARANTEE CERTIFICATE REQUIRED WITH MINIMUM GUARANTY PERIOD OF 12 MONTHS. B. TEST CERTIFICATE REQUIRED. C. INSPECTION AT HEEP AFTER RECIEPT OF MATERIAL. D. PQR (ANNEXURE-B) WITH REF. NO. 20260404, ENCLOSED. E. APPLICABLE DRAWINGS SHALL BE PROVIDED ONLY ON SUBMISSION OF DULY FILLED AND SIGNED & STAMPED NDA.	Sl. No.	Item Code	Quantity (No.)	BHEL Delivery Requirement	1 to 19 of Annexure-7	As per Annexure-7	As per Annexure-7	Full qty. of each item within 70 days after PO	20 to 38 of Annexure-7	As per Annexure-7	As per Annexure-7	Full qty. of each item of Package within 70 days after intimation by BHEL (refer cl. 8.B below)	
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	6. FOR ITEM SL. NO. 9 & 18 OF ANNEXURE-7: A. PQR WITH REF. NO. 20260997, ENCLOSED. B. APPLICABLE DRAWINGS & SPECIFICATION NO. AA6840301 SHALL BE PROVIDED ONLY ON SUBMISSION OF DULY FILLED AND SIGNED & STAMPED NDA. 7. FOR ITEM SL. NO. 19 OF ANNEXURE-7: A. ANTIVIBRATION MANDREL FOR DIA 63 CUTTER TO MACHINING DEEP POCKET OF PEDESTAL. B. PQR WITH REF. NO. 20251360, ENCLOSED. C. TECHNICAL ANNEXURE-1 WITH REF. NO. 20251360, ENCLOSED. 8. FOR ITEM SL. NO. 20 & 38 OF ANNEXURE-7: A. ALL ITEMS TO BE PROCURED FROM SAME VENDOR DUE TO COMPATIBILITY CONSIDERATIONS AS PER CLAUSE 2.5 OF TECHNICAL ANNEXURE-1. FURTHER, THE PACKAGE IS NON-DIVISIBLE (MII/MSE PURCHASE PREFERENCE SHALL BE APPLICABLE ACCORDINGLY) B. SUCCESSFUL BIDDER HAVE TO SUBMIT ADVANCE SAMPLE OF 1 NUMBER OF ISO 60 ADAPTOR WITH ARBOR DIA 60 MM AND 1 NUMBER OF ISO 60 ADAPTOR WITH ER 20 COLLET CHUCK, FREE OF COST WITHIN TWO MONTHS AFTER PLACEMENT OF PO AS PER CLAUSE 4 OF TECHNICAL ANNEXURE-1. AFTER SUCCESSFUL ACCEPTANCE TRIAL OF SUPPLIED SAMPLES, VENDOR SHALL BE INTIMATED TO SUPPLY PO ITEMS. C. PQR WITH REF. NO. 20253657, ENCLOSED. D. TECHNICAL ANNEXURE-1 WITH REF. NO. 20253657, ENCLOSED 9. VENDOR TO SUBMIT DULY FILLED AND SIGNED & STAMPED COPY OF PQR (AS APPLICABLE FOR QUOTED ITEMS ONLY) AND TECHNICAL ANNEXURES & SPECIFICATION (AS APPLICABLE FOR QUOTED ITEMS ONLY) FOR TECHNICAL SUITABILITY. 10. FOR ITEM DETAILS (DESCRIPTION/DRG. NO./APPLICABLE SPEC./STANDARD/QTY. ETC.), PLEASE REFER ENCLOSED ANNEXURE-7.	
03	PRICE BASIS: Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar GSTIN: 05AAACB4146P1ZL	
04	TAXES & DUTIES: 4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead). However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses. 4.2 GST (Goods and Services Tax) 4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition. 4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor. 4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor. 4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.	

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

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

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

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

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

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

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

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

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

4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

4.2.16 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely

	attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. 4.3 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill. 4.4 Supplier HSN Code & Applicable GST (in %) included in quoted rates on GeM (To be filled by Supplier) 	
05	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable	
06	INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS: Not Applicable BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost. Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. if customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.	
07	DELIVERY: Delivery period shall be as per clause no. 02 above. Clause no. 02 (Scope of Supply/Work) of this ATC must be referred for specific BHEL delivery requirements. NOTE: If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.	
08	TRANSIT INSURANCE & FREIGHT: Transit Insurance of material is in vendor scope. Delivery of items must essentially be FOR BHEL Haridwar basis. Freight for sending PO items from vendor works to BHEL Haridwar shall be borne by vendor at its own cost & responsibility.	
09	PAYMENT TERMS: BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Stores. 100% payment shall be made within 45 / 60 / 90 days (as applicable for MSE, Medium and Non-MSME bidders respectively) from the material entry date in BHEL, subject to submission of non-discrepant documents by vendor, uploading of all documents on BHEL's SUVIDHA portal at the time of dispatch and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case of any objection in documents/acceptance of material, the same shall be informed to vendor within 15 days of delivery of the material. In such a case, the payment shall be made to the vendor within 90/ 60/ 45 days (as applicable) of the day such objection is removed by the vendor.	

	Note: This is in supersession of 10 days' time as provided in Clause 12 of GeM GTC and also 45 days from CRAC as provided in the standard format of GeM Bid under Payment Timelines. Note: In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, M1xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvridha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract. For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvridha.bhel.in/suvridha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above. BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment terms. NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Supplier.	
10	DOCUMENTS REQUIRED FOR BILL PROCESSING: The following documents are required to be sent with Material Dispatch/Billing Documents: - Digitally signed invoice. - GST compliance certificate Rest documents as mentioned in the PO remarks.	
11	BANK DETAILS FOR EMD, PERFORMANCE SECURITY SUBMISSION AND OTHER PURPOSE: Applicable	
12	EARNEST MONEY DEPOSIT: Not Applicable	
13	PERFORMANCE SECURITY: Not Applicable	
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: 14.1 The following shall amount to breach of contract: - Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. - The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period - The Supplier/Vendor delivers equipment/ material not of the contracted quality. - The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. - Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.	

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X. | Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. |
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Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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

14.2 Remedies in case of Breach of Contract.

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

	viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor. LD against delay in executed supply in case of Termination of Contract: LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$ v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.																
15	BILL TO/ SHIP TO ADDRESS: To In-charge (Stores- Shipping) HEEP, BHEL, Ranipur, Haridwar, Uttarakhand-249403																
16	GUARANTEE/WARRANTY: Guarantee period for Supply of material shall be 12 calendar months from the date of receipt. Vendor should submit Guarantee Certificate along with each supply of components. Components shall warrant for requirements as per BHEL drawings and other technical conditions. If the same are found defective owing to faulty workmanship/incomplete work within a period of 18 Months from the date of receipt, the supplier shall make good of it / replace/ repair/ complete the same free of cost. If rework/ repairing/Completion etc. is done by BHEL, the charges for same shall be deducted from the Sub-Contractor account.																
17	MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	

	documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits. As per the Public Procurement Policy for MSEs Order, 2012, a minimum of 25% of the total annual procurement of goods and services by CPSEs is to be made from Micro and Small Enterprises (MSEs). Further, within this 25%, at least 4% should be procured from SC/ST-owned MSEs and 3% from Women-owned MSEs.	
18	LIQUIDATED DAMAGE: Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	
19	INTEGRITY PACT (IP): Not Applicable	
20	PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed. 20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017: I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - - An entity incorporated established or registered in such a country; or - A subsidiary of an entity incorporated established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - 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 (III) above will be as under:	

	1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids	
21	Settlement of Dispute: If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1 21.1 Conciliation: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified. 21.2 ARBITRATION:	

21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Delhi International Arbitration Centre (DIAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. 21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. 21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- Delhi International Arbitration Centre (DIAC)- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to Delhi International Arbitration Centre (DIAC)-for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. 21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Haridwar. 21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar. 21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. 21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. 21.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. 21.3 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,	
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	Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution)			
22	JURISDICTION Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. GOVERNING LAWS `1 The contract shall be governed by the Law for the time being in force in the Republic of India.			
23	FORCE MAJEURE 23.1 "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor’s personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor’s personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor’s use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. 23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. 23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. 23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. 23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.			
24	Non-Disclosure Agreement: The bidders shall enter into the Non-Disclosure Agreement separately (if required). All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting drawings and specifications. The duly filled NDA shall be submitted to following e-mail ids: <table><tr><td>Nadeem Ali / Dy. Mgr. (PPX-T) E-mail ID: nadeem@bhel.in Mobile No.: 9627371380</td><td>Vimal Katara / DGM (PPX-T) E-mail ID: vimalk@bhel.in Mobile No.: 9971790144</td></tr></table>	Nadeem Ali / Dy. Mgr. (PPX-T) E-mail ID: nadeem@bhel.in Mobile No.: 9627371380	Vimal Katara / DGM (PPX-T) E-mail ID: vimalk@bhel.in Mobile No.: 9971790144	
Nadeem Ali / Dy. Mgr. (PPX-T) E-mail ID: nadeem@bhel.in Mobile No.: 9627371380	Vimal Katara / DGM (PPX-T) E-mail ID: vimalk@bhel.in Mobile No.: 9971790144			

25	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 Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.										
27	Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php .										
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table border="1"> <tr> <td>Nadeem Ali / Dy. Mgr. (PPX-T)</td><td>Vimal Katara / DGM (PPX-T)</td><td></td></tr> <tr> <td>E-mail ID: nadeem@bhel.in</td><td>E-mail ID: vimalk@bhel.in</td><td></td></tr> <tr> <td>Mobile No.: 9627371380</td><td>Mobile No.: 9971790144</td><td></td></tr> </table>	Nadeem Ali / Dy. Mgr. (PPX-T)	Vimal Katara / DGM (PPX-T)		E-mail ID: nadeem@bhel.in	E-mail ID: vimalk@bhel.in		Mobile No.: 9627371380	Mobile No.: 9971790144		
Nadeem Ali / Dy. Mgr. (PPX-T)	Vimal Katara / DGM (PPX-T)										
E-mail ID: nadeem@bhel.in	E-mail ID: vimalk@bhel.in										
Mobile No.: 9627371380	Mobile No.: 9971790144										
29	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Special conditions of the contract c. Technical Conditions of Contract (TCC) d. GeM GTC										
30	Quality Requirements: Not Applicable										
31	Validity: Validity of the offer should be minimum 90 days from tender opening date.										
32	Order Acknowledgement (If order awarded): In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.										

33	Conflict of interest: <u>Treatment of cases regarding conflict of interest:</u> 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: - 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; - The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; - Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. - 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. <u>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.</u> 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.	
34	Compliances of GeM GTC: All other terms & conditions shall be as per the latest GTC of GeM.	
35	Reverse Auction: Bid to RA is applicable as per the GeM latest guidelines. The elimination criteria for RA shall be taken as "Elimination of H-1 Bidder." RA shall be done as per GeM guidelines as per circular AA:SSP:GeM:clar:R00 dt 01.12.22 .	
36	Note: - In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. - BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Buyer Added Bid Specific Additional Terms & Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) will lead to rejection of offer. - Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. - BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. - The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. - Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.	

	7. The tender enquiry has been issued on GeM and BHEL portals for wider circulation. However, the offer is to be submitted through GeM portal only. Also, all future corrigendum/corrigenda, addendum/addenda, amendments, time extensions, clarifications, etc. against the published GeM bid shall be issued on GeM portal only. Hence, the bidders are advised to check GeM portal only for latest updates/amendments/communications issued by BHEL against the current tender. 8. The bids received of different bidders from same IP address shall be outrightly rejected and shall not be considered for further evaluation. 9. For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above. 10. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 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. 11. Items are not for Commercial resale but for In-house use being tooling items. 12. Environmental compliance for transportation vehicles – In case of award of contract against this NIT, it is to be ensured by seller that all vehicles deployed for transportation of material to BHEL premises/ project sites comply with the applicable emission norms prescribed by the Central/State Pollution Control Authorities and other statutory authorities. The vehicles shall possess a valid Pollution Under Control (PUC) Certificate throughout the period of transportation. BHEL reserves the right to verify the validity of the PUC certificate at the time of entry of the vehicle into the premises. Non-compliance may result in denial of entry of the vehicle and any consequential delay shall be to the seller's account	
37	Enclosures: Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Item details Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment	
Vendor's Signature and seal		

ANNEXURE- 1**CHECK LIST**

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

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS	Not Applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
iv.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
v.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vi.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
vii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
viii.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO

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

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

DATE:

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

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

Sub: Submission of Offer against Tender Reference No:

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

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

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

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

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

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

To,

DGM / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand.

Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:

1) Tender Reference No.:

2) All other pertinent issues till date

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

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

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

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

Yours faithfully,

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

Date:

Place:

UNDERTAKING

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HECP Haridwar-249403
Uttarakhand.
Email: vimal@bhel.in, nadeem@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS

Ref: Tender Reference No:

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

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

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

Ref :

- 1) **Tender Reference No:**
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

ITEM DETAILS**ITEMS DETAILS (REFERENCE NO.: L/6434/2026/1570/D/1)**

Sl. No.	Item Code	Item	Item Description	Quantity (No.)	Package No.	Vendor's offer including HSN code (to be filled by vendor)
1	TLMW62707736	CARTRIDGE FOR BORING HEAD	TLMW62707736 CARTRIDGE FOR BORING HEAD, SIZE/DRAWING AS PER SPEC. 04-SPLT-71, S NO 2	10	Package-1	
2	TLMW62709305	CARTRIDGE FOR BORING HEAD	TLMW62709305 CARTRIDGE FOR BORING HEAD, SIZE/DRAWING AS PER SPEC. 04-SPLT-71, S NO 3	10	Package-2	
3	TLMW62709313	OUTER CARTRIDGE FOR BORING HEAD	TLMW62709313 OUTER CARTRIDGE FOR BORING HEAD, SIZE/DRAWING AS PER SPEC. 04-SPLT-72, S NO 1, SHEET NO 2	10	Package-3	
4	TLMW62709330	OUTER CARTRIDGE FOR BORING HEAD	TLMW62709330 OUTER CARTRIDGE FOR BORING HEAD SIZE/DRG NO. 04-SPLT-72, SL. NO. 2,SHEET NO. 2	10	Package-4	
5	TLMW62709348	INNER CARTRIDGE FOR BORING HEAD	TLMW62709348 INNER CARTRIDGE FOR BORING HEAD SIZE/DRAWING NO. 04-SPLT-72, SL. NO. 1,SHEET NO. 1	10	Package-5	
6	TLMW62709356	INNER CARTRIDGE FOR BORING HEAD	TLMW62709356 INNER CARTRIDGE FOR BORING HEAD SIZE/DRG NO.04-SPLT-72, SL. NO. 2,SHEET NO. 1	10	Package-6	
7	TLMW62709445	CARTRIDGE FOR BORING HEAD	TLMW62709445 CARTRIDGE FOR BORING HEAD, SIZE/DRAWING AS PER SPEC. 04-SPLT-71, S NO 1	10	Package-7	
8	TLMW62709550	INNER CARTRIDGE FOR BORING HEAD	TLMW62709550 INNER CARTRIDGE FOR BORING HEAD SIZE/DRG AS PER 04-SPLT-72, SL. NO. 1,SHEET NO. 3	20	Package-8	

9	AA6840301044	REDUCTION SLEEVE- MORSE TAPER	AA6840301044 REDUCTION SLEEVE-MORSE TAPER SPEC: AA6840301 REV: . DIMENSIONS,TOLERANCES,HARDNESS, MARKING AND PACKING ETC.: TO CONFORM TO IS:6702-1991. MATERIAL: CASE HARDENING STEEL OF TENSILE STRENGTH NOT LESS THAN 600 MPa IN THE CORE AFTER CASE HARDENING. SIZE: 4X2 DIM.: EXTINTTAPER GRADE: GRADE-1	6	Package-9	
10	AA6840301087	REDUCTION SLEEVE- MORSE TAPER	AA6840301087 REDUCTION SLEEVE-MORSE TAPER SPEC: AA6840301 REV: . DIMENSIONS,TOLERANCES,HARDNESS, MARKING AND PACKING ETC.: TO CONFORM TO IS:6702-1991. MATERIAL: CASE HARDENING STEEL OF TENSILE STRENGTH NOT LESS THAN 600 MPa IN THE CORE AFTER CASE HARDENING. SIZE: 5X4 DIM.: EXTINTTAPER GRADE: GRADE-1	5	Package- 10	
11	AA6840301117	REDUCTION SLEEVE- MORSE TAPER	AA6840301117 REDUCTION SLEEVE-MORSE TAPER SPEC: AA6840301 REV: . DIMENSIONS,TOLERANCES,HARDNESS, MARKING AND PACKING ETC.: TO CONFORM TO IS:6702-1991. MATERIAL: CASE HARDENING STEEL OF TENSILE STRENGTH NOT LESS THAN 600 MPa IN THE CORE AFTER CASE HARDENING. SIZE: 6X5 DIM.: EXTINTTAPER GRADE: GRADE-1	3	Package- 11	

12	AA6840301125	REDUCTION SLEEVE- MORSE TAPER	AA6840301125 REDUCTION SLEEVE-MORSE TAPER SPEC: AA6840301 REV: . DIMENSIONS,TOLERANCES,HARDNESS, MARKING AND PACKING ETC.: TO CONFORM TO IS:6702-1991. MATERIAL: CASE HARDENING STEEL OF TENSILE STRENGTH NOT LESS THAN 600 MPa IN THE CORE AFTER CASE HARDENING. SIZE: 4X1 DIM.: EXTINTTAPER GRADE: GRADE-1	20	Package- 12	
13	TLMW68469993	BT50 ADAPTOR WELDON TYPE	TLMW68469993 MAS 403 BT50 ADAPTOR,WELDON TYPE FOR DIA:25,FOR 2 DEGREE WHISTLE NOTCH AS PER ENCLOSED SKETCH.	10	Package- 13	
14	TLMW68476442	WELDON AND WHISTLE NOTCH TYPE BT50 ADAPTOR	TLMW68476442 WELDON & WHISTLE NOTCH TYPE (2 DEG) BT50 ADAPTOR FOR HOLDING SHANK DIA 32, THROUGH COOLANT TYPE, GAUGE PLANE LENGTH = 100 TO 105 MM SIZE: DIA 32 MM DIM.: DIA IN MM	10	Package- 14	
15	TLMW68476450	WELDON AND WHISTLE NOTCH TYPE BT50 ADAPTOR	TLMW68476450 WELDON & WHISTLE NOTCH TYPE (2 DEG) BT50 ADAPTOR FOR HOLDING SHANK DIA 40 MM, THROUGH COOLANT TYPE, GAUGE PLANE LENGTH = 100 TO 105 MM SIZE: DIA 40 MM DIM.: DIA IN MM	10	Package- 15	
16	TLMW68496672	MORSE TAPER ADAPTOR WITH TANG END	TLMW68496672 BT 50, MORSE TAPER ADAPTOR WITH TANG END,MTA2, L=180MM MODEL NO: BT50-MTA2-180 N.STD:M/S IMI SIZE: 88 014 236 DIM.: ORDERING NO	2	Package- 16	
17	TLMW68496680	MORSE TAPER ADAPTOR WITH TANG END	TLMW68496680 BT50, MORSE TAPER ADAPTOR WITH TANG END, MTA3, L=180, MODEL NO: BT50-MTA3-180 N.STD:M/S IMI SIZE: 88 014 336 DIM.: ORDERING NO	2	Package- 17	

18	TLMW68496699	MORSE TAPER ADAPTOR WITH TANG END	TLMW68496699 BT50,MORSE TAPER ADAPTOR WITH TANG END, MTA4,L=180MM MODEL NO: BT50-MTA4-180 N.STD:M/S IMI SIZE: 88 014 436 DIM.: ORDERING NO	2	Package- 18	
19	TLMW62762770	BT50 ADAPTOR INTEGRAL	TLMW62762770 BT50 ADAPTOR INTEGRAL/EXTENSIO N WITH ANTIVIBRATION MANDREL FOR HOLDING CUTTER DIA 63MM FOR REQUIRED WORKING LENGTH, MMC ORDERING NO:RBT50-FMH27-50 O-D58 OR EQVLT SIZE: -	2	Package- 19	
20	TLMW64504026	SHELL MILL ADAPTOR	TLMW64504026 ISO60 DIN 69871 SHELL MILL ADAPTOR WITH ARBOR/BOSE DIA, 22 MM AND WORKING LENGTH OF 250 MM OR MORE, THROUGH COOLANT, IN READY TO USE CONDITION ALONG WITH SPANNER/TORQUE WRENCH/SCREW DRIVER/ALLEN KEY(AS APPLICABLE) SUITABLE FOR HOLDING CUTTER DIA 50MM SIZE: -	2	Package- 20	
21	TLMW64504034	SHELL MILL ADAPTOR	TLMW64504034 ISO60 DIN 69871 SHELL MILL ADAPTOR WITH ARBOR/BOSE DIA, 22 MM AND WORKING LENGTH OF 250 MM OR MORE, THROUGH COOLANT,IN READY TO USE CONDITION ALONG WITH SPANNER/TORQUE WRENCH/SCREW DRIVER/ALLEN KEY(AS APPLICABLE) SUITABLE FOR HOLDING CUTTER DIA 63 MM SIZE: -	2		
22	TLMW64504042	SHELL MILL ADAPTOR	TLMW64504042 ISO60 DIN 69871 SHELL MILL ADAPTOR WITH ARBOR/BOSE DIA, 32 MM AND WORKING LENGTH OF 125 MM OR MORE, THROUGH COOLANT, IN READY TO USE CONDITION ALONG WITH SPANNER/TORQUE WRENCH/SCREW DRIVER/ALLEN KEY(AS APPLICABLE)SUITABLE FOR HOLDING CUTTER DIA 100 MM SIZE: -	2		

23	TLMW64504050	SHELL MILL ADAPTOR WITH ARBOR	TLMW64504050 ISO60 DIN 69871 SHELL MILL ADAPTOR WITH ARBOR/BOSE DIA, 60 MM IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ ALLEN KEY (AS APPLICABLE). SUITABLE FOR HOLDING CUTTER DIA 250 MM. SIZE: -	2	Package- 20	
24	TLMW64504069	SIDELOCK ADAPTOR	TLMW64504069 SIDELOCK ISO60 DIN 69871 ADAPTOR IN READY TO USE CONDITION ALONG WITH SPANNER/ TORQUE WRENCH/SCREW DRIVER/ ALLEN KEYS (AS APPLICABLE) SUITABLE FOR HOLDING CUTTER WITH SHANK DIA 20 MM. SIZE: -	2		
25	TLMW64504077	SIDELOCK ADAPTOR	TLMW64504077 SIDELOCK ISO60 DIN 69871 ADAPTOR IN READY TO USE CONDITION ALONG WITH SPANNER/ TORQUE WRENCH/SCREW DRIVER/ ALLEN KEYS (AS APPLICABLE) SUITABLE FOR HOLDING CUTTER WITH SHANK DIA 25 MM. SIZE: -	2		
26	TLMW64504085	SIDELOCK ADAPTOR	TLMW64504085 SIDELOCK ISO60 DIN 69871 ADAPTOR IN READY TO USE CONDITION ALONG WITH SPANNER/ TORQUE WRENCH/ SCREW DRIVER/ ALLEN KEYS (AS APPLICABLE) SUITABLE FOR HOLDING CUTTER WITH SHANK DIA 32 MM. SIZE: -	2		
27	TLMW64504093	SIDELOCK ADAPTOR	TLMW64504093 SIDELOCK ISO60 DIN 69871 ADAPTOR IN READY TO USE CONDITION ALONG WITH SPANNER/ TORQUE WRENCH/SCREW DRIVER/ ALLEN KEYS (AS APPLICABLE) SUITABLE FOR HOLDING CUTTER WITH SHANK DIA 40 MM. SIZE: -	2		

28	TLMW64504107	ADAPTOR	TLMW64504107 ISO60 DIN 69871 TO MTA1 ADAPTOR SIZE: -	2	Package- 20	
29	TLMW64504115	ADAPTOR	TLMW64504115 ISO60 DIN 69871 TO MTA2 ADAPTOR SIZE: -	2		
30	TLMW64504123	ADAPTOR	TLMW64504123 ISO60 DIN 69871 TO MTA3 ADAPTOR SIZE: -	2		
31	TLMW64504131	ADAPTOR	TLMW64504131 ISO60 DIN 69871 TO MTA4 ADAPTOR SIZE: -	2		
32	TLMW64504140	ADAPTOR	TLMW64504140 ISO60 DIN 69871 TO MTA5 ADAPTOR SIZE: -	2		
33	TLMW64504158	ADAPTER WITH COLLET CHUCK	TLMW64504158 ISO60 DIN 69871 ADAPTER WITH ER16 COLLET CHUCK IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ALLEN KEYS. (AS APPLICABLE) SIZE: -	2		
34	TLMW64504166	ADAPTER WITH COLLET CHUCK	TLMW64504166 ISO60 DIN 69871 ADAPTER WITH ER20 COLLET CHUCK IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ALLEN KEYS. (AS APPLICABLE) SIZE: -	2		
35	TLMW64504174	ADAPTER WITH COLLET CHUCK	TLMW64504174 ISO60 DIN 69871 ADAPTER WITH ER25 COLLET CHUCK IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ALLEN KEYS. (AS APPLICABLE) SIZE: -	2		

36	TLMW64504182	ADAPTER WITH COLLET CHUCK	TLMW64504182 ISO60 DIN 69871 ADAPTER WITH ER32 COLLET CHUCK IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ALLEN KEYS. (AS APPLICABLE) SIZE: -	2	Package- 20	
37	TLMW64504190	ADAPTER WITH COLLET CHUCK	TLMW64504190 ISO60 DIN 69871 ADAPTER WITH ER40 COLLET CHUCK IN READY TO USE CONDITION ALONG WITH, SPANNER/ TORQUE WRENCH/SCREW DRIVER/ALLEN KEYS. (AS APPLICABLE) SIZE: -	2		
38	TLMW64504204	SHELL MILL ADAPTOR WITH ARBOR	TLMW64504204 ISO60 DIN 69871 SHELL MILL ADAPTOR WITH ARBOR/BOSE DIA, 27 MM AND WORKING LENGTH OF 200 MM OR MORE, THROUGH COOLANT, IN READY TO USE CONDITION ALONG WITH SPANNER/TORQUE WRENCH/SCREW DRIVER/ALLEN KEY(AS APPLICABLE) SUITABLE FOR HOLDING CUTTER DIA 80MM SIZE: -	2		
				200		

Note:

1. Please fill response (quoted/not quoted) in the column “Vendor’s offer”. Also, for quoted items please fill the details of the offered items along with the HSN code and GST (in %) that is inclusive in rates quoted on GeM.
2. For complete Scope of Supply, please refer clause no. 2 of ATC.
3. Individual line items/packages from item sl. no. 1 to 19 and each item/package is divisible (on account of MII/MSE splitting only).
4. Package-20 consists of line items from item sl. no. 20 to 38 and the package is non-divisible (MII/MSE Purchase Preference shall be applicable accordingly).

Sign & Seal of Bidder

DECLARATION

Date:

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimal@bhel.in, nadeem@bhel.in

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

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

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

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

Regards, (_)
From: M/s

Supplier Code:
Address:

DECLARATION FOR RELATION IN BHEL

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) **Tender Reference No:**

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

Tick (✓) any one as applicable:

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

OR

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

i.

ii.

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

Note:

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

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

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

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

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

We hereby certify that the items/works/services offered by -----

(supplier name) has a local content of% and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

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

1. _
2. _
3. _
4. _

Thanking you, Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

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

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

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

To,

DGM / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand.
Email: vimalk@bhel.in, nadeem@bhel.in

Dear Sir,

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

Ref:

- 1) Tender Reference No:
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country.

/

has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

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

Thanking you,
Yours faithfully,

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

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

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name:

2. Beneficiary Account No.:

3. Bank Name &Branch:

4. City/Place:

5. 9-digit M ICR Code of Bank Branch:

6. IFSC Code of Bank Branch:

7. Beneficiary E-mail ID:
(for payment confirmation)

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

ANNEXURE - "B"

MPR NO. 24260404

Pre-Qualifying Conditions :

SL.NO.	REQUIREMENT TO BE COMPLIED	BHEL'S REQUIREMENT	Bidder Remark
1	Offers from Original Tool manufacturer or authorized dealer/distributor/stockist of Original Tool manufacturer only will be considered for evaluation . Authorization certificate issued by Original Tool Manufacturer to be furnished by the bidder along with the offer in case of offer is submitted by Authorized dealer / distributor / stockist. Offers received from bidders other than OEM or Authorized dealer / distributor/ stockist will not be considered.	Bidder to specify and authorized dealer/distributor/stockist to submit requisite documents in support of Authorization certificate issued by Original Tool manufacturer	
2	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	Bidder to accept/agree	

24-1-2026
 CREATED BY
 R.K.KHANDELWAL
 MANAGER-M/C SHOP

24-1-2026
 REVIEWED BY
 DHANANJAY AZAD
 Sr. DGM-M/C SHOP

24-1-2026
 APPROVED BY
 R.K.SINGH
 AGM-M/C SHOP

Indent No. : 20260997			
Sl. No.	DESCRIPTION OF BHEL's REQUIREMENTS	ACTION REQUIRED FROM THE VENDOR / SUPPLIER	VENDOR / SUPPLIER RESPONSE / REMARK
01.00	PRE-QUALIFYING CONDITIONS		
01.01	(a) : Vendor(s)/Supplier(s) quoting against this inquiry needs to have past experience in Manufacturing/supply of ADOPTERS/SLEEVES. (Authorized channel partners / associates of Original Equipment Manufacturers (OEMs) can also quote on behalf of the OEMs. In such cases, valid Authorization Certificate issued by OEM on their letter head needs to be furnished with the offer.) (b) : Vendor(s) / supplier(s) to provide illustrative / satisfactory documentary proof in respect of experience as mentioned in point Sl. No. 01.01.(a) above. (c) : Vendor(s) / supplier(s) to provide latest available name, designation and contact details (phone number, email address etc.) of the customer(s) to whom such or similar items at Sl. No. 01.01.(a) above have been supplied.	Vendor to accept / agree and provide details	
02.00	TECHNICAL SPECIFICATIONS		
02.01	Items quoted and to be supplied shall be as per BHEL provided drawing(s) / specification(s).	Vendor to confirm	
03.00	OTHER CONDITIONS / REQUIREMENTS		
03.01	(a) : BHEL reserves the right to seek connected additional information and also check / verify information of vendor(s) / supplier(s) against this enquiry. (b) : In case the information provided / submitted by the vendor / supplier is found to be false / incorrect / incomplete in any respect / considered defective / violating any instructions, their offers shall be rejected.	Vendor to accept / agree	

Avinash
(AVINASH ARYA)
Dy. Mgr / Tool Room

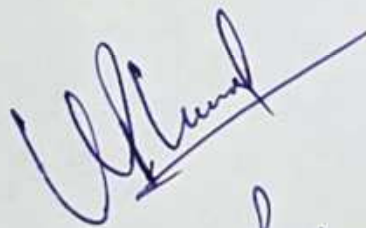
Signature of Authorised Signatory & Seal of the Vendor/Supplier

Indent		
01.00	PRE QUALIFYING CONDITIONS	REQUIRED
01.01	a). Only those vendors to quote who are Original Equipment Manufacturers of ISO60 adapters. (Authorized channel partner/associates of above OEMs may also quote on their behalf. In such case, valid Authorization Certificate issued by OEM on their letter head is to be furnished with the offer) b.) Vendors to provide satisfactory documentary proof w.r.t experience as mentioned in point 01.01.a This is required from all the vendors for qualification of their offer.	Vendor to accept/agree and provide details
01.02	Vendor to provide name, designation and contact details (phone number, email address etc.) of the customer for whom such items at Sl. No 01.01 (a) are supplied.	Vendor to accept/agree and provide details
01.03	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to accept/agree
02.00	TECHNICAL SPECIFICATIONS	REQUIRED
02.01	Vendors to confirm that the items quoted shall be as per BHEL SPECIFICATION ONLY.	Vendor to confirm

①
Sachin Naggu
Mgt NCT

3/12/2025
A. Prakash A. Prakash

PQR FOR MPR: 20251360		
01.00	PRE QUALIFYING CONDITIONS	REQUIRED
01.01	a). Only those vendors to quote who are Original Equipment Manufacturers of BT50 adapters. (Authorized channel partner/associates of above OEMs may also quote on their behalf. In such case, valid Authorization Certificate issued by OEM on their letter head is to be furnished with the offer) b.) Vendors to provide satisfactory documentary proof w.r.t experience as mentioned in point 01.01.a This is required from all the vendors for qualification of their offer.	Vendor to accept/agree and provide details
01.02	Vendor to provide name, designation and contact details (phone number, email address etc.) of the customer for whom such items at Sl. No 01.01 (a) are supplied.	Vendor to accept/agree and provide details
01.03	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to accept/agree
02.00	TECHNICAL SPECIFICATIONS	REQUIRED
02.01	Vendors to confirm that the items quoted shall be as per BHEL SPECIFICATION ONLY.	Vendor to confirm


 Atkash Bhatnagar
 E4/XICT

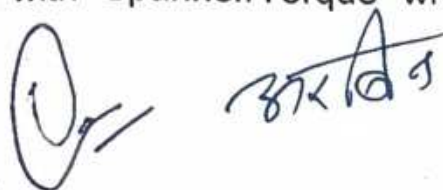
Annexure-1

1. Requirement: Supply & Successful establishment of various ISO60 DIN 69871 adaptors for cutters used in machining of steam turbine components.

2. Adapters:

2.1 The vendor to offer following ISO60 DIN 69871 taper adapters:

- 2.1.1 ISO60 shell mill adaptor with arbor dia. (D as shown in fig. 1) 22 mm and working length of 250 mm or more through coolant, in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter dia 50mm.
- 2.1.2 ISO60 shell mill adaptor with arbor dia. (D as shown in fig. 1) 22mm and working length of 250 mm or more through coolant, in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter dia 63mm.
- 2.1.3 ISO60 shell mill adaptor with arbor dia. (D as shown in fig. 1) 27mm and working length of 200 mm or more through coolant, in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter dia 80mm.
- 2.1.4 ISO60 shell mill adaptor with arbor dia. (D as shown in fig. 1) 32mm and working length of 125 mm or more through coolant, in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter dia 100mm.
- 2.1.5 ISO60 shell mill adaptor with arbor dia. (D as shown in fig. 1) 60mm, in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter dia 250mm.
- 2.1.6 Sidelock ISO60 adaptor (as shown in fig. 2), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter with shank dia 20mm.
- 2.1.7 Sidelock ISO60 adaptor (as shown in fig. 2), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter with shank dia 25mm.
- 2.1.8 Sidelock ISO60 adaptor (as shown in fig. 2), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter with shank dia 32mm.
- 2.1.9 Sidelock ISO60 adaptor (as shown in fig. 2), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable), suitable for holding cutter with shank dia 40mm.
- 2.1.10 ISO60 to MTA1 adaptor (as shown in fig. 3)
- 2.1.11 ISO60 to MTA2 adaptor (as shown in fig. 3)
- 2.1.12 ISO60 to MTA3 adaptor (as shown in fig. 3)
- 2.1.13 ISO60 to MTA4 adaptor (as shown in fig. 3)
- 2.1.14 ISO60 to MTA5 adaptor (as shown in fig. 3)
- 2.1.15 ISO60 adapter with ER16 collet chuck (as shown in fig. 4), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable)
- 2.1.16 ISO60 adapter with ER20 collet chuck (as shown in fig. 4), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable)



- 2.1.17 ISO60 adapter with ER25 collet chuck (as shown in fig. 4), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable)
- 2.1.18 ISO60 adapter with ER32 collet chuck (as shown in fig. 4), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable)
- 2.1.19 ISO60 adapter with ER40 collet chuck (as shown in fig. 4), in ready-to-use condition along with Spanner/Torque wrench/screw driver/ Allen Keys (as applicable)
- 2.2 The offered ISO60 adapters from 2.1.1 to 2.1.4 should have through coolant arrangement.
- 2.3 The offered ISO60 adapters should be compatible with cutters/ drills already available with BHEL. Vendor may refer sketch of ISO 60 adapter (fig. 05) for designing ISO 60 taper. Vendor to ensure that ISO 60 adapters are compatible with the machine (detail given at pt. no. 03).
- 2.4 The offered assembly of adapters with cutter should be free from any vibration during machining.
- 2.5 All items of all tooling packages to be purchased from same vendor for compatibility considerations to ensure seamless operation & uniform standards.
- 2.6 Evaluation of offers for L1 status shall be done on price of all items as mentioned above.
- 2.7 The offer should be complete having list & quantity of each item offered with item wise price, technical details, holder drawings/ catalogue pages etc. for clear understanding of the offer.
- 2.8 In case, vendor requires any clarification, they may discuss with BHEL prior to submission of their offer to avoid any gaps at later stage.

3. Machine detail:

- 3.1 The ISO60 adapters shall be used on below mentioned machine whose broad specifications are mentioned below:

CNC Gantry Milling machine

Ram size 600x600mm, Spindle power 100KW, spindle speed 5-2000 RPM, Machine spindle taper ISO 60, Vertical ram traverse 1500mm

Coolant: Flood Coolant & Through coolant available using water mixed emulsion.

4. Sample Acceptance:

- 4.1 Successful bidder shall have to supply advance sample containing 1 number of ISO60 shell mill adaptor with arbor dia. 60mm suitable for holding cutter dia 250mm and 1 number of ISO60 adapter with ER20 collet chuck as per point no. 2 within 2 months after placement of PO for evaluation of their product as per sample acceptance criteria mentioned at Sl. no. 5 of this Annexure specification. In case, the sample is found not confirming to acceptance criteria, BHEL at its discretion may call for fresh sample for approval or may terminate the contract after notifying the deviations to the seller. Also, in case of termination of contract, no payment shall be made for

any supplied item consumed or damaged during sample acceptance trial machining. In case of sample conforming to acceptance criteria & BHEL approval, the vendor shall supply PO items on the basis of samples supplied by them during above successful acceptance trial. It may be noted that the delivery period may be extended/re-fixed for the period taken for sample approval by BHEL after submission of sample by vendor.

- 4.2 Unless otherwise provided in the contract, all samples required for sample acceptance trial shall be supplied by the vendor free of cost & shall be taken back after completion of trial. Where under the contract, the vendor is required to submit an advance sample, any expenses incurred by the vendor or in connection with the production of stores in the bulk before the sample has been approved unconditionally, shall be borne by the vendor and he shall not claim any compensation in the event of such sample being found unacceptable by the buyer / consignee.
- 4.3 In case of any replacement/additional quantity of any item, if so required by vendor for successful meeting of acceptance criteria during sample acceptance trial, the same shall be updated in scope of supply & shall be supplied by vendor without any financial implications to BHEL.

5. Sample acceptance criteria:

Acceptance of sample shall be done meeting following requirements:

- 1) Acceptance of the offered adapters shall be subjected to successful demonstration of the performance of the supplied adapters by carrying out one side milling & one face milling operation on a casing or test piece at BHEL Works. The above machining operation shall be carried out with tools mounted on ISO60 adapters. The operations should be smooth & vibration free for its acceptance. For machining, CNC programs & cutting tools shall be provided by BHEL.



Fig. - 1

②

21/10/15



Fig - 2



Fig - 3



Fig - 4

C

bx/gs

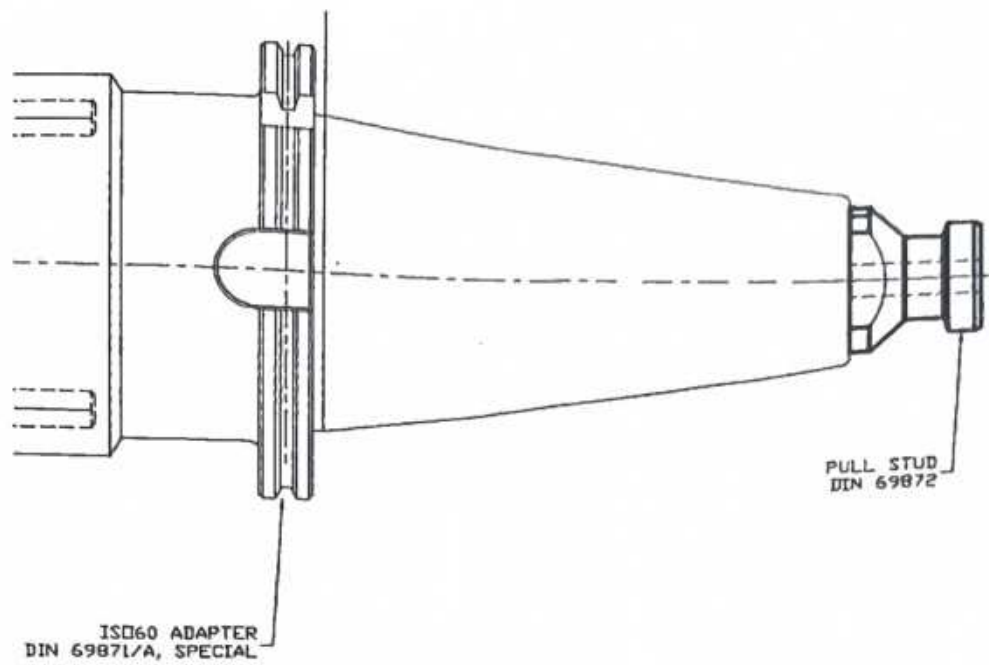


Fig - 5

①
Sachin Maggu
Mgt NCT

अकविस
अकविस क. चौक
अक. प्रक. 7, Tum

Annexure-1**MPR NO. 20251360**

Supply & Successful establishment of BT50 adaptor integral or extension with Anti-Vibration mandrel for holding cutter dia 63 for required working length (GPL=550 mm) for machining of pocket of size 150mmx115mm from center line of machine as per sketch-1 and sketch-2 in the component LP-LP bearing pedestal achieving required perpendicularity, surface finish of Ra12.5 as per following details:

1. The vendor to offer following cutters as per the quantity mentioned:
 - (a) The vendor to offer BT50 adaptor integral or extension with antivibration mandrel for holding cutter dia 63 with bore dia.22 mm and working length of at least 550 mm for machining of pocket of size 150mmx115mm at distance 535mm from joint plane in the component LP-LP bearing pedestal as per enclosed sketch-1 & sketch-2 achieving required perpendicularity & surface finish. Mounting of cutter on the machine shall be through BT50 adaptor. The minimum working length is of 550 mm, for cutter & holder assembly should be built by offering an Anti-Vibration mandrel integral or extension sleeve with BT50 holder.
2. Quantity : One set of Tooling package shall consist of following items

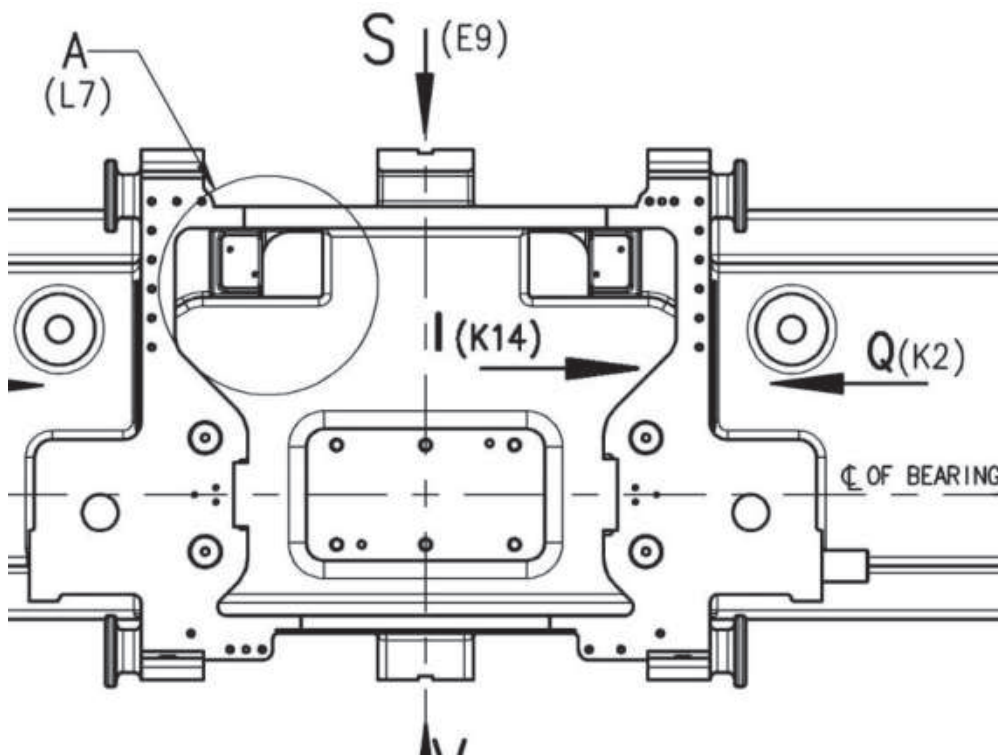
Sl. No	Item	Qty (Nos.)
1.	BT50 adaptor integral/extension with antivibration mandrel for holding cutter dia 63 for required working length.	2

3. The offered assembly of mandrel with cutter should be free from any vibration during machining and ready to use condition.
4. The offered BT50 holder should have through coolant arrangement.
5. The offered tooling shall be suitable for roughing and finishing of the mentioned slot and face as per Sketch-1 and Sketch-2.
6. Final acceptance shall be given by BHEL after successful assembly of Dia. 63 cutter (arrange by BHEL), with the holder supplied by the vendor after carrying out machining of mentioned slot (roughing & finishing) & face meeting the drawing accuracy and surface finish in LP-LP bearing pedestal.
7. The above machining shall be carried out on CNC Hor. Boring Machine having spindle power 100KW, spindle Dia. 200mm, spindle speed 0-800 RPM & spindle taper BT50 on mutually agreed schedule as per availability of component.
8. The programming support & cutter dia.63 mm shall be provided by BHEL. However, during machining with complete assembly of at least 550 mm working length no vibration in mandrel & chattering marks should appear on machined surface. During final acceptance, if the process & tool holder could not be established in one go with cutter arranged by BHEL, the vendor will be given one more chance to improve upon and establish the machining through change of tool holder/spares if required/process.

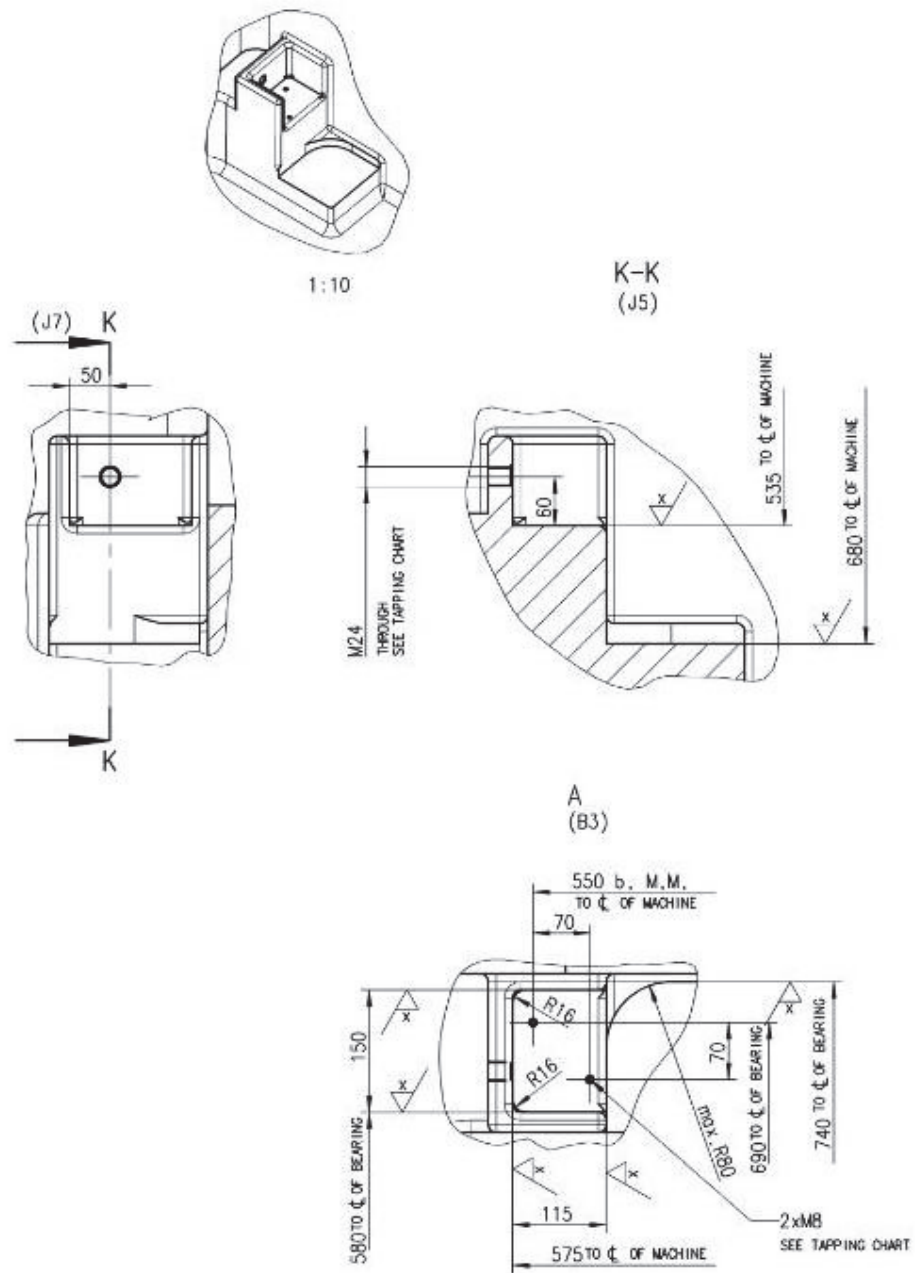
9. In case of failure even in second chance, the supplied lot shall be declared as rejected and may be taken back by vendor without any financial implication on BHEL on any supplied item including items consumed/damaged during machining.
10. In case of addition of any new item, if so required by the vendor, for successful establishment of supplied items, the same shall be supplied by the vendor without any financial implications to BHEL.
11. The material for the LP-LP pedestal is Nodular Graphite Cast Iron casting EN-GJS-400-18U-RT (GGG40.3) according to EN1563 (Material No 0.7043). The casting shall have following mechanical properties at room temperature:

	<u>Below 60mm</u>	<u>above 60 to 200mm</u>	<u>above 200mm (joint flange)</u>
0.2% Proof Stress*	$\geq 250 \text{ N/mm}^2$	$\geq 240 \text{ N/mm}^2$	$\geq 220 \text{ N/mm}^2$
Tensile strength	$\geq 390 \text{ N/mm}^2$	$\geq 370 \text{ N/mm}^2$	$\geq 350 \text{ N/mm}^2$
Elongation ($l_0 = 5d_0$)	$\geq 15\%$	$\geq 12\%$	$\geq 10\%$

12. The payment shall be made subject to final acceptance by BHEL after successful assembly of Dia 63 cutter (arrange by BHEL) with the supplied holder by the vendor.
13. The offer should be complete having list & quantity of each item offered with item wise price, technical details, holder drgs. & catalogue pages etc. for clear understanding of the offer. In case, vendor requires any clarification, they may discuss with BHEL prior to submission of their offer to avoid any gaps at later stage.



sketch. – 1



sketch - 2

ONE SIDED**NON DISCLOSURE AGREEMENT**

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

By and Between

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

And

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

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

WHEREAS

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

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

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

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

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

5. **Disclosure**

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

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

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

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

6. Restriction on Use

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

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

7. Protection of Confidential Information

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

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

12. Return of Confidential Information

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

13. Notice of Breach

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

14. Survival

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

15. Governing Law & Dispute Resolution

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

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

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

16. No Publication

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

17. Miscellaneous

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

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

18. **Notices**

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

Notice if to:

BHEL, then to,

Phone :

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

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