

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: +91 1334 285120**

**Sub: Procurement of SEGMENT (WELDED) with PARTY Material as per Drawing**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam turbines, turbo generators and so on.

Bids are invited for following items through GeM Portal- <https://gem.gov.in>

SLNO	DRG	DESCRIPTION	LOT-QTY	UNIT	DELIVERY
1	0139070105500	SEGMENT (WELDED)	45	Nos	45 days from PO Date
2	0139070105501	SEGMENT (WELDED)	15	Nos.	45 days from PO Date

**Fab. Weight= 239.00 kg. /pc.**

**Total Fab. Weight= 239x60 = 14340 kg.**

Scope of Work: - Pre-Fab. Machining & Fabrication Only with party material.

Special Remarks:-

- a) For sl no. 1 & 2 (Segment-welded drg No 01390701055-00 & 01390701055-01) to be ordered same vendors.
- b) Technical Requirement of drawings are to be strictly followed.
- c) Painting is in the scope of BHEL.
- d) Physical Inspection by BHEL/ BHEL nominated inspection agency as per drawing and quality plan requirement.
- e) All party material to be procured from BHEL, Haridwar approved sources only.
- f) Quality plan no. QP/QA/216850 rev 00 dated 02.03.2026 is attached, which is to be followed.
- g) If job is not found satisfactory during NDT/ control marking, vendor has to attend the job within 3 days of receiving information. If vendor fails to attend the problem within 3 days, BHEL has the right to go ahead with the rectification & necessary deduction based on rework, shall be made.
- h) Customer's seal (if Any on supplied Material) to be transferred.
- i) All special tests viz., UT, RT, HYDRAULIC & KEROSENE etc. are to be performed as per drg. Requirements
- j) Copies of the relevant certificates to be supplied to the receiving shop.
- k) Cleaning of parts, removal of mill scale from components prior to assembly will be in scope of vendor
- l) Final Assembly shall undergo cleaning to ensure that all parts are free from dents, mills, spatters
- m) Aesthetic appearance shall also be ensured and inspected before delivery to BHEL.
- n) CHP Clearance may be obtained from NTPC/LLOYD/RITES/NPC at party's end.
- o) Supplier must furnish material test certificates for all the items

**Remarks-**

1. Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.
2. Payment terms shall be as follows:

The payment shall be made within no. of days as defined in the below table from appointed day

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

**Appointed day means**

- The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.
- Or
- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.
  - For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).

**Note:** Benefits of MSE (Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stuckists / Dealers / Traders etc. for the items offered but not manufactured by themselves

**3. Breach of contract: -**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value shall be made in case of breach of contract

4. Rest terms and conditions shall be as per latest GeM GTC and buyer added bid ATC document.
5. 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.
6. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 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.
7. The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.

8. **For supply orders placed on Indian Suppliers:** Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/> , prior to dispatch. 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 up to 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.”**

9. **Declaration by bidder regarding Conflict of interest**

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

**Signature with stamp**

**Name:**

**Name of Firm:**

**Designation:**

**Date:**

# **PQR**

## **Pre-Qualification Requirement/Technical Requirement**

- i. Remarks column to be filled**
- ii. This Document to be stamped and signed.**

**PQR**

**Item : All the items of Indent No: 20251058**

**PRE-QUALIFICATION REQUIREMENT**

01.00	<b>TECHNICAL REQUIREMENT</b>	<b>Required</b>	<b>Vendor's Offer</b>
01.01	Vendors should have experience of fabricating (cutting/bending/assembly/welding/pre-fabrication machining) and supplying of <b>atleast 1 Nos Segment Fabricated assembly or equivalent Fabricated assembly having size 500X300mmX300mm (LXBXH) and above and weight 200 Kg and above in last 10 years from the date of enquiry.</b>	Vendor to Comply & submit suitable evidence	
01.02	<b>Manufacturing Facilities Required:</b> i) Lifting facility and capacity at vendor works should EOT crane 1 Tons and above. ii) Vendor must have levelled bed plate size : Length= 750 mm and Breadth=750 mm and above to fabricate the job (Note: Concrete floor not acceptable). (iii) Vendor must have suitable WPS/PQR and qualified welders for welding approved by Third Party and submit documentary evidence with offer. (iv) Vendor must have cutting facility to cut plate of thickness 36 mm and above. (v) Vendor must have rolling/bending facility of plate thickness 36 mm and above at width of 370 mm and above. (vi) Vendor must have bending facility of making cone of plate thickness 16 mm and above at width of 350 mm and above.	Vendor to Comply & submit suitable evidence including technical specifications, technical brochure, photographs etc. of the facilities.	
01.03	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that <b>Segment Fabricated assembly or equivalent Fabricated assembly having size 500mmX300mmX300mm (LXBXH) and above and weight 200 kg and above</b> was supplied and used for Hydro Pump or turbine/power plant/capital goods/infrastructure application OR Vendor to submit documentary evidence as per clause 1.04.	Vendor to Comply & submit suitable documents	
01.04	Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of manufacturing facility used for fabrication (assembly/welding/pre-fabrication machining), supply documents, Payment details (invoice copy) and inspection documents of supplied <b>Segment Fabricated assembly or equivalent Fabricated assembly having size 500mmX300mmX300mm (LXBXH) and above and weight 200 kg and above</b>	Vendor to Comply & submit suitable documents	
01.05	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to Comply & submit suitable documents	
01.06	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 agree	

**NOTE: PQR is not restrictive**

*(Deependra, Chauhan Sr. engg, FTI)*

*04/02/26 Ravi Deswal Manager (FTI)*

*VIVEK SRIVASTAVA SDC/OMC BE-715-7*

**QUALITY PLAN**  
**(To be stamped and signed)**

**MANUFACTURING QUALITY PLAN**

Manufacturer Name and Address		ITEMS AT SL. NO. 1 TO 2 of INDENT NO. 20251058 REV. (SEGMENT (WELDED) (A DATED 27.02.2026)							APPLICABILITIES TO				
BHEL Haridwar approved vendors/sub-contractors only		ITEM/EQUIPMENTS	CATEGORY	TYPE/METHOD OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	Q.P. NO	QP/QA/216850	CONTRACTOR	BHEL (HEEP) HWR		
								DATE	02.03.2026				
								REV. NO.	00				
								PAGE NO.	1 of 2				
Indent	INDENT NO. 20251058 REV. 00 DATED 27.02.2026												
Sl. No.	COMPONENT OPERATION	CHARACTERISTIC CHECKED	CATEGORY	TYPE/METHOD OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	D	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	10	M	B	C	14

1	Material Receiving Inspection	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	TC	√	P	V	-	All party material to be procured from BHEL, Haridwar approved sources with following condition: In all the cases a mill test certificate correlating with the component for verification of conformance of the material as per the requirement is essential.
2	<b>IN PROCESS-INSPECTION</b>												
2.1	WPS, PQR & WPQ Qualification	Scrutinizing	Major	Record check	100%	ASME SEC IX	ASME SEC IX	Test Report	-	P	V	-	BHEL /BHEL approved agency WPS/PQR/WPQ shall be used
2.2	Marking, Cutting & Edge Preparation	i) Marking	Major	Marking check	100 %	As per drg./ Standard	As per drg./ Standard	-	-	P	-	-	
		ii) Dimension	Major	Measurement	100%	As per drg./ Standard	As per drg./ Standard	-	-	P	-	-	
		iii) Edge preparation	Minor	Measurement	100%	As per drg./ Standard	As per drg./ Standard	-	-	P	-	-	

<b>Manufacturer/Subcontractor</b>	<b>Legends:</b> P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: Documents with tick mark shall be submitted by vendor to BHEL.	<b>For BHEL Use</b>
		<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">               स्वाती जैन              वरिष्ठ प्रबंधक              गुणता आश्वासन         </div> <div style="text-align: center;">               ब्रज भुषण त्रिपाठी              वरिष्ठ प्रबंधक              गुणता आश्वासन         </div> </div>

**MANUFACTURING QUALITY PLAN**

**APPLICABILITIES TO**

Manufacturer name and Address		ITEM/ EQUIPM- ENTS	SEGMENT (WELDED) (ALL ITEMS AT SL. NO. 1 TO 2 of INDENT NO. 20251058 REV. 00 DATED 27.02.2026)					Q.P. NO	QP/QA/216850				
BHEL Haridwar approved vendors/sub-contractors only								DATE	02.03.2026				
								REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR		
								PAGE NO.	2 of 2	Indent	INDENT NO. 20251058 REV. 00 DATED 27.02.2026		
Sl. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATEGORY	TYPE/ METHOD OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	D	AGENCY			REMARKS
										M	B	C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14

2.3	Welding Operation	i) Fit up	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Obs. sheet	√	P	V	-	1) BHEL approved electrode shall be used during welding 2) Qualified welders by BHEL /BHEL approved agency in accordance with ASME Section IX will be deployed on the job.
		ii) Visual inspection of welds	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Obs. sheet	√	P	V	-	
		iii) NDT, as applicable	Major	NDT	As per drg.	As per drg./ Standard	As per drg./ Standard	Report	√	P	W		
3	<b>FINAL INSPECTION</b>												
3.1		i) Verification of dimension & inspection	Major	Visual & measurement	100%	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	√	P	W	-	
		ii) Completeness of Job, Documentation	Major	Visual	-	-	Drg./QP	Record	-	P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL nominated agency after duly identifying by punching P.O. No., drg no. Plant Order No. and I.R. No.

Note: All requirements of P.O., drawing and standard shall be fulfilled.

<b>Manufacturer/Subcontractor</b>	<p><b>Legends:</b> P Perform by; W Witness by; V Record review; C Customer; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: Documents with tick mark shall be submitted by vendor to BHEL.</p>	<p><b>For BHEL Use</b></p> <p><i>Swati Jain</i> स्वाती जैन वरिष्ठ प्रबंधक गुणता आश्वासन</p> <p><i>Braj Bhushan</i> ब्रज भूषण त्रिपाठी वरिष्ठ प्रबंधक गुणता आश्वासन</p>
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**(Make in India)**  
**(to be filled stamped and signed)**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

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To,

(BHEL HEEP Haridwar)

Dear Sir,

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

**Ref:** 1) GeM Bid Specification No: .....  
2) All other pertinent issues till date

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

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

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

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

## **Specification/Drawings**

(to be referred/followed)

1. **Segment – 0139070105500**
2. **Segment - 0139070105501**



# BILL OF MATERIAL

Printed  
On:03.02.2026

BOM No: 01390701055 Var: 00 Revno: 0 Rev Date: 22.05.2020

Printed By:

Description: SEGMENT (WELDED) Tot wt: 239.0

Item No	Qty( Total )	Zone	Drawingno Var Mvar	Description	Mat Code	Mat Spec	Weight
Typ	Cat	Zone	Var/Matl. Description	Assy. Remarks	GRP	Fab Wt	
0			01390701055 00				239.0
1(1)			SEGMENT (WELDED)				
MF	DR		THDF 125/67	N			239.0
1			31390701028 00		AA1011819180	AA10119	32.6
1(1)			QUARTER SEGMENT				
MF	DR	C7					
2			31390701029 00		AA1011819180	AA10119	39.5
1(1)			QUARTER SEGMENT				
MF	DR	D11					
3			31390701035 00		AA1011819090	AA10119	21.5
1(1)			QUARTER SEGMENT CONE				
MF	DR	E9					
4			41390701070 00		AA1011819074	AA10119	4.3
4(4)			RIB				
MF	DR	E10					
5			31390701030 00		AA1011819171	AA10119	18.4
1(1)			RIB				
MF	DR	E5					
6			31390701031 00		AA1011819171	AA10119	18.4
1(1)			RIB				
MF	DR	E1					
7			31390701033 00		AA1011819155	AA10119	27.2
1(1)			QUARTER RING				
MF	DR	B8					
9			31390701034 00		AA1011819074	AA10119	15.6
1(1)			QUARTER SEGMENT CONE				
MF	DR	B9					
10			31390701032 00		AA1011819112	AA10119	7.5
1(1)			QUARTER RING				
MF	DR	D6					
11			31390701038 00		AA1011819090	AA10119	7.8
1(1)			QUARTER SEGMENT CONE				
MF	DR	E2					
12			31390701037 00		AA1011819112	AA10119	30.2
1(1)			QUARTER SEGMENT CONE				
MF	DR	L2					
13			41390701071 00		AA1011819074	AA10119	1.43
4(4)			RIB				
MF	DR	D8					

ENGG

Initial Date

Worked By tgeprm 07.03.2020

Checked By tgedk 13.03.2020

Approved By tgeam 22.05.2020



# BILL OF MATERIAL

Printed  
On:25.03.2026

BOM No: 01390701055 Var: 01 Revno: 0 Rev Date: 22.05.2020  
Description: SEGMENT (WELDED) Tot wt: 239.0

Printed By:

Item No	Qty( Total )	Typ	Cat	Zone	Drawingno Var Mvar Description Var/Matl. Description	Mat Code	Mat Spec Assy. Remarks GRP	Weight Fab Wt
0					01390701055 01 SEGMENT (WELDED)			239.0
1(1)		MF	DR		THDF 125/67		N	239.0
1					31390701028 00 QUARTER SEGMENT	AA1011819180	AA10119	32.6
1(1)		MF	DR	C7				
2					31390701029 00 QUARTER SEGMENT	AA1011819180	AA10119	39.5
1(1)		MF	DR	D11				
3					31390701035 00 QUARTER SEGMENT CONE	AA1011819090	AA10119	21.5
1(1)		MF	DR	E9				
4					41390701070 00 RIB	AA1011819074	AA10119	4.3
4(4)		MF	DR	E10				
5					31390701030 00 RIB	AA1011819171	AA10119	18.4
1(1)		MF	DR	E5				
6					31390701031 00 RIB	AA1011819171	AA10119	18.4
1(1)		MF	DR	E1				
7					31390701033 00 QUARTER RING	AA1011819155	AA10119	27.2
1(1)		MF	DR	B8				
8					31390701036 00 QUARTER SEGMENT CONE	AA1011819112	AA10119	30.2
1(1)		MF	DR	H2				
9					31390701034 00 QUARTER SEGMENT CONE	AA1011819074	AA10119	15.6
1(1)		MF	DR	B9				
10					31390701032 00 QUARTER RING	AA1011819112	AA10119	7.5
1(1)		MF	DR	D6				
11					31390701038 00 QUARTER SEGMENT CONE	AA1011819090	AA10119	7.8
1(1)		MF	DR	E2				
13					41390701071 00 RIB	AA1011819074	AA10119	1.43
4(4)		MF	DR	D8				

ENGG

Initial Date

Worked By tgeprm 07.03.2020  
Checked By tgedk 13.03.2020  
Approved By tgeam 22.05.2020



Mon 08-09-2025 13:20

Mukesh Kumar Gotam(Engineer/PPX-FBM/HEEP) <mkgotam@bhel.in>

FW: for Indent No. 20250472F and 20250477F

To rajkumar.das@bhel.in

Dear Ravi,

PMD-SL024 is applicable for both the MPR's items.  
Applicable vendors for PMD-SL024 are as follow,

SHAH BROTHERS ISPAT PVT. LTD.  
ARCELORMITTAL NIPPON STEEL  
STEEL AUTHORITY OF INDIA LTD  
JINDAL STEEL & POWER LTD.  
WELSPUN CORP LTD  
SUNLION PIPING ENGINEERING CO.  
SALZGITTER MANNESMANN INTERNAT  
DILLINGER INTERNATIONAL  
NLMK PLATES SALES SA  
BURWILL RESOURCES LTD.  
CUMIC STEEL LIMITED  
DAEWOO INTERNATIONAL CORPORATI  
SIJ ACRONI D.O.O.

**Regards,**

**जितेंद्र मोहन /Jeetendra Mohan**

**बरिष्ठ प्रबन्धक (एम.सी.एक्स.-फैब.)**

**Sr. Manager/MCX-Fab)**

**01334-281657**

**09720172493**

\* Vendor's who are interested to participate in this tender are required to submit, filled signed copy of NDA (Non-Disclosure Agreement form, attached) through email to [jitkumar@bhel.in](mailto:jitkumar@bhel.in) ([saurabhy@bhel.in](mailto:saurabhy@bhel.in)). Drawings will be shared only after submitting filled signed copy of NDA through email.



## **BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

**For Indian Bidders (Version Sep-2025, Rev: 10)**

### Annexure-1

### ONE SIDED

### NON-DISCLOSURE AGREEMENT

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

And

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

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

#### **WHEREAS**

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

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

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

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

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

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

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

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

#### **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.



## **BHARAT HEAVY ELECTRICALS LIMITED**

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

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

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

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

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

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

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

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

### **5. Disclosure**

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

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

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

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

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

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

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

(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.



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- (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**



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(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



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

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

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

### **14. Survival**

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

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

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

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

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

### **16. No Publication**

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

### **17. Miscellaneous**



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(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 :



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ABC, then to,

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

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

Phone :

Fax :

E-mail :

**19. Counterparts, Telefax Signatures**

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

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

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



**BHARAT HEAVY ELECTRICALS LIMITED  
HEEP HARIDWAR INDIA-PIN 249403  
PHONE NO: 01334-285120**

**Annexure - B**

**NON-DISCLOSURE CERTIFICATE**

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

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

Hence, I/We M/s

.....  
who are submitting offer for providing services to BHEL against NIC Bid

No..... hereby undertake to comply with the following in line with Information Security Policy of.

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL.

(Signature, date & seal of Authorized  
**Signatory of the bidder**)

**Date:**