

BHARAT HEAVY ELECTRICALS LIMITED
HARIDWAR-249403.

Buyer Added Bid Specific Additional Terms & Conditions (ATC_ revised)

Note: This Annexure has to be mandatorily filled & signed by the bidders 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	<p>Pre-Qualification Criteria:</p> <p>1.1 <u>This tender is single tender Enquiry issued to M/S INDO MIM LIMITED, RENIGUNTA for developmental purpose. No offer from any other vendor except M/S INDO MIM LIMITED, RENIGUNTA shall be considered</u></p> <p>1.2 Integrity Pact- Not Applicable</p> <p>1.3 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p>	
02	<p>Scope of Supply/Work:</p> <ol style="list-style-type: none"> 1. Item to be supplied as per enquiry and Annexure- (Item Details). 2. ITEMS SHALL BE SUPPLIED AS PER ORDRING DOCUMENTS, BHEL SPECIFICATIONS (including all the cross-referred specifications) AND DRAWINGS. 3. ALL REQUIREMENTS OF ORDRING DOCUMENTS, BHEL SPECIFICATIONS AND DRAWINGS SHALL BE FULLFILLED BY VENDOR. VENDOR MUST GO THROUGH THESE DOCUMENTS BEFORE START OF MANUFACTURING. 4. VENDOR TO SUBMIT MANUFACTURING PLAN, QUALITY PLAN, NDE SCAN PLAN, WPS/ PQR (APPROVED BY THIRD PARTY LIKE Lloyds, TUV) FOR BHEL APPROVAL AND LIST OF QUALIFIED WELDERS AND NDT PERSONNEL FOR BHEL RECORD. 5. VENDOR SHALL OFFER SAMPLES (ATLEAST 10 BLADES) OF EACH VARIANT FOR BHEL INSPECTION (BY ENGINEERING & QUALITY) AND APPROVAL BEFORE START OF BULK PRODUCTION. 6. VENDOR SHALL GET MEASURING TEMPLATES APPROVED FROM BHEL BEFORE CARRYING OUT PROFILE MEASUREMENT OF SAMPLE BLADES. 7. VENDOR TO MAKE A SEGMENT OF ASSEMBLY FIXTURE OF GUIDE BLADE CARRIER FOR AT LEAST 5 BLADES TO ENSURE PROPER FITMENT OF BLADES BETWEEN OUTER AND INNER RINGS OF GUIDE BLADE CARRIER AND ALSO TO ENSURE THE THROAT AND PITCH BETWEEN THE BLADES AS PER ATTACHED SKETCH (FBF-11122-58). 8. ALL MEASURING TEMPLATES, TOOLINGS, GAUGES & FIXTURES SHOULD BE APPROVED FROM NABL ACCREDITED LAB. 9. DEVELOPMENTAL ORDER SHALL BE DECLARED COMPLETED AFTER RECEIPT OF ITEMS AT BHEL HARIDWAR AND AFTER RELEASE OF PU18 CERTIFICATE. 10. THE FINAL ACCEPTANCE OF THE ITEM SHALL BE AFTER SUCCESSFUL CLEARANCE OF ALL TESTS AS PER SPECIFICATION AT VENDOR WORKS. 11. TESTING & CERTIFICATION AS PER ORDERING SPECIFICATION. 	

03	<p>PRICE BASIS:</p> <ol style="list-style-type: none"> 1. Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar GSTIN: 05AACB4146P1ZL. 2. Developmental cost (if any) to be quoted separately along with techno-commercial offer in terms of % of basic price. 	
04	<p>TAXES & DUTIES:</p> <p>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).</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p>4.2 GST (Goods and Services Tax)</p> <p>4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; however, contractor's price/rates shall be as per price structure of GeM. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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: -</p> <ol style="list-style-type: none"> 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/ altered/ 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:

	<p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p>4.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier)</p>									
05	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not applicable									
06	<p>INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:</p> <p>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.</p> <p>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.</p> <p>If applicable as per the ordering drawings and specifications -> 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.</p> <p>If a re-visit of BHEL appointed TPIA is required at vendor's works due to:</p> <p>(a) Complete material not being offered during inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to offered quantity mentioned in raised inspection call.</p> <p>(b) Lapses on account of supplier has led to rejection of offered material (as per approved QAP/Technical specification/other pertinent requirement while carrying out inspection)</p> <p><u>Additional visit charges to be paid by BHEL to TPIAs shall be deducted from supplier's bills as penalty.</u></p>									
07	<p>DELIVERY:</p> <p>Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct.</p> <p>NOTE:</p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, the same shall be without imposing LD.</p>									
08	<p>TRANSIT INSURANCE:</p> <p>Transit Insurance of material is in vendor scope.</p> <p>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.</p>									
09	<p>PAYMENT TERMS:</p> <p>a) Payment:</p> <p>100% payment along with taxes, freight & insurance will be made after receipt and acceptance (condition of acceptance is defined below) of material and within no. of days as defined in the below table from appointed day subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.</p> <table border="1"> <tr> <td>Type of Bidder</td><td>Within Number of Days</td></tr> <tr> <td>Micro & Small Enterprises (MSEs)</td><td>45 Days</td></tr> <tr> <td>Medium Enterprises</td><td>60 Days</td></tr> <tr> <td>Non MSME</td><td>90 Days</td></tr> </table> <p>Appointed day means</p> <ul style="list-style-type: none"> 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. 	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
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	<p>or</p> <ul style="list-style-type: none"> 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. <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.</p> <p>Condition of Material Acceptance:</p> <p>FINAL ACCEPTANCE SUBJECT TO RECEIPT OF ITEMS AT BHEL HARIDWAR AND AFTER RELEASE OF PU18 CERTIFICATE (SUITABILITY REPORT OF DEVELOPMENTAL ITEMS).</p> <p>a) NO INTEREST PAYABLE TO CONTRACTOR</p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p> <p>NOTE: MSME vendors can get themselves registered on either of the 3 TReDS platforms, viz. RXIL, Invoice Mart or M1 xchange, and upload Invoices & despatch documents for processing of payments.</p>																
10	<p>DOCUMENTS REQUIRED FOR BILL PROCESSING:</p> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"> Original Tax Invoice (As per Cl. No. 4 above). Inspection Report Test certificate (Test certificate shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise) Guarantee certificate GST compliance certificate Digitally signed Invoice Rest documents as mentioned in the PO remarks. 																
11	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION: Not Applicable																
12	EARNEST MONEY DEPOSIT: Not Applicable																
13	PERFORMANCE SECURITY: Not Applicable																
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: Not Applicable																
15	<p>BILL TO/ SHIP TO ADDRESS:</p> <p>To In charge (Store- Shipping) Bharat Heavy Electricals Ltd, Ranipur, Haridwar, Uttrakhand-249403</p>																
16	<p>GUARANTEE/WARRANTY:</p> <p>Guarantee period for Supply of material shall be as per GeM enquiry. Vendor should submit Guarantee Certificate along with each supply of components.</p>																
17	<p>MICRO AND SMALL ENTERPRISES (MSE):</p> <p>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.</p> <table border="1"> <thead> <tr> <th>Type under MSE</th> <th>UDYAM No</th> <th>SC/ST Owned</th> <th>Women Owned</th> <th>Others (Excluding SC/ST/Women)</th> </tr> </thead> <tbody> <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> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>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</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
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	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 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.	
18	LIQUIDATED DAMAGE: Not Applicable	
19	INTEGRITY PACT (IP): Not Applicable	
20	<p>PREFERENCE TO MAKE IN INDIA:</p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.</p> <p>20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:</p> <p>-</p> <ul style="list-style-type: none"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> 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. <p>Explanation</p> <ul style="list-style-type: none"> 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. 	

	<p>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.</p> <p>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.</p> <p>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;</p> <p>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.</p> <p>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</p> <p>(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.</p>	
21	<p>Settlement of Dispute:</p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p>21.1 Conciliation:</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>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.</p> <p>21.2 ARBITRATION:</p> <p>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</p>	

(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:

	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
22	<p>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.</p> <p>GOVERNING LAWS `1 The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
23	<p>FORCE MAJEURE</p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> 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. <p>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.</p>	
24	<p>Non-Disclosure Agreement: Not Applicable</p>	

25	<p>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.</p>					
26	<p>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.</p>					
27	<p>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 services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available BHEL website www.bhel.com.</p> <p>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 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.</p>					
28	<p>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-</p> <table border="1" data-bbox="187 1185 1330 1275"> <tr> <td data-bbox="187 1185 794 1224">Surendra Pal /Manager (PPX-T)</td> <td data-bbox="794 1185 1330 1224">Tuhin Kanti Dey /S. Manager (PPX-T)</td> </tr> <tr> <td data-bbox="187 1224 794 1275">Email ID: su-pal@bhel.in</td> <td data-bbox="794 1224 1330 1275">Email ID: tuhindey@bhel.in</td> </tr> </table>	Surendra Pal /Manager (PPX-T)	Tuhin Kanti Dey /S. Manager (PPX-T)	Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in	
Surendra Pal /Manager (PPX-T)	Tuhin Kanti Dey /S. Manager (PPX-T)					
Email ID: su-pal@bhel.in	Email ID: tuhindey@bhel.in					
29	<p>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:</p> <ol style="list-style-type: none"> Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. Buyer Added Bid Specific ATC Special conditions of the contract Technical Conditions of Contract (TCC) GeM GTC 					
30	<p>Quality Requirements:</p> <ul style="list-style-type: none"> VENDOR SHALL OFFER SAMPLES (ATLEAST 10 BLADES) OF EACH VARIANT FOR BHEL INSPECTION (BY ENGINEERING & QUALITY) AND APPROVAL BEFORE START OF BULK PRODUCTION. THE FINAL ACCEPTANCE OF THE ITEM SHALL BE AFTER SUCCESSFUL CLEARANCE OF ALL TESTS AS PER SPECIFICATION AT VENDOR WORKS. TESTING & CERTIFICATION AS PER ORDERING SPECIFICATION. 					
31	<p>Validity: Validity of the offer should be minimum 90 days from tender opening date.</p>					
32	<p>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.</p>					

33	<p>Conflict of interest:</p> <p>Treatment of cases regarding conflict of interest:</p> <p>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:</p> <ul style="list-style-type: none"> 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 Authorised 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. <p><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. 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.</u></p>	
34	<p>Compliances of GeM GTC:</p> <p>All other terms & conditions shall be as per the latest GTC of GeM.</p>	
35	<p>Reverse Auction: Not Applicable</p>	
36	<p>IP Address of Buyer/Bidder: Not Applicable</p>	
37	<p>Submission of bid:</p> <p>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. Hence, the bidders are advised to check GeM portal only for latest updates/amendments/communications issued by BHEL against the current tender.</p>	
38	<p>Action against Bidders / vendor / supplier / contractor in case of default:</p> <p>Action for suspension will be dealt as per the incident management policy of GeM</p>	
39	<p>For supply orders placed on Indian Suppliers:</p> <p>Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, 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.</p>	

	The material will not be accepted inside BHEL in absence of the above.	
40	<p>Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"> 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. 	
41	Vendor to confirm that the prices will not be raised for at least one year from date of Supply.	
42	Vendor to confirm that they will not use the design, tooling and technology passed on by BHEL or developed in this case to any third party. The vendor will also not sell this product developed for BHEL, to any third party without pre-consent of BHEL	
43	<p>Note:</p> <ol style="list-style-type: none"> 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 GeM GTC 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. 	
44	<p>Enclosure:</p> <p>Annexure- (Item details) Drawings Specification & standard Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non -Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Annexure NDA (Non-Disclosure Agreement) Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL 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</p>	

Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank. Annexure-19: Declaration for treatment of cases regarding conflict of interest		
Vendor's Signature and seal		

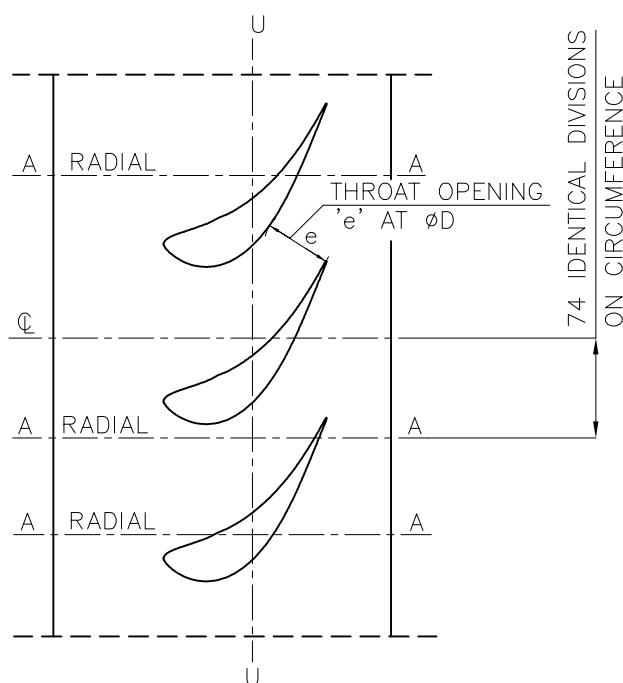
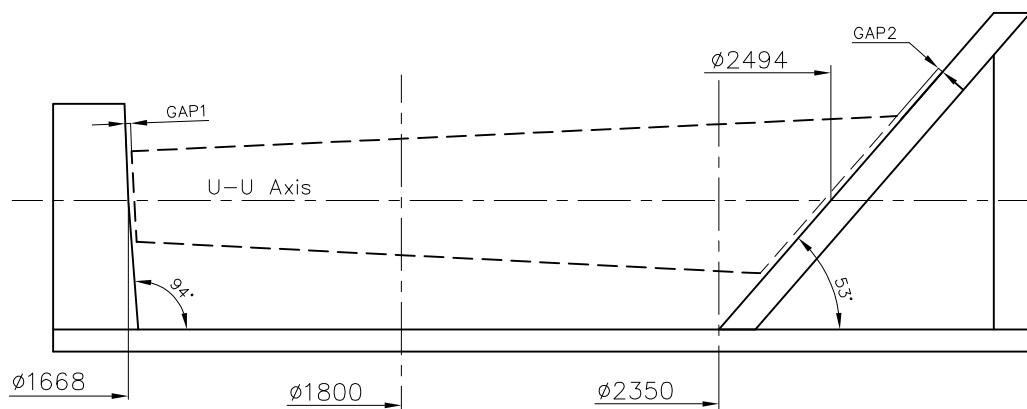
ANNEXURE- (ITEM DETAILS)					
SI No	Item Descriptions	MATERIAL CODE	Quantity	Unit	Lot wise Quantity
1	DRG: 01112258901 VAR 01 REV: 00 CASTING FOR GUIDE BLADE LP 2L SPEC: HW19690 REV: 06 GRADE: GX4CRNI13-4	W97311122112	74	No.	LOT 1 : 74
2	DRG: 01112258901 VAR 02 REV: 00 CASTING FOR GUIDE BLADE LP 2R SPEC: HW19690 REV: 06 GRADE: GX4CRNI13-4	W97311102073	74	No.	LOT 1 : 74



**SKETCH FOR GBC ASSEMBLY FIXTURE OF 5 BLADE
(FBF-11122-58)**

BLADE DWG. : 01112258901 VAR. 01 & 02


MATERIAL CODE : W97311102073 & W97311122112



ALLOWABLE DEVIATION OF 'e'			
ϕD	e	SINGLE THROAT OPENING	MEAN VALUE OF ALL THROAT OPENING
1800	26.2	± 1.7	± 1.1
2350	34.2	± 2.0	± 1.3

GAPS BETWEEN BLADE AND RING	
GAP1 (2±1)	GAP2 (2±1)

DRAWN BY:	FIROZ KHAN	Sd/-	STE
CHECKED BY:	RAMESH KUMAR	Sd/-	STE
APPROVED BY:	S.K.GARG	Sd/-	STE



11 10 9 8 7 6 5 4 3 2 1

DRG. NO. 0-11122-58051

SECTION A13-A13 Z= 300.00 F= 1883.81 BETAS= 44.17 BETAB1= 44.49 R= 48.01 AR= -43.34 UR= 20.65 ALPHA1= -25.48

SUCTION A -43.51 -43.16 -42.06 -40.16 -37.44 -33.86 -29.40 -24.09 -18.04 -11.48 -4.76 1.68 7.53 12.64 17.04
SIDE U 20.08 20.97 22.30 23.93 25.46 27.04 28.36 29.14 29.05 27.75 25.00 20.80 15.41 9.20 2.54
PRESSURE A -43.51 -43.10 -41.98 -40.21 -37.86 -34.99 -31.71 -28.09 -24.22 -20.18 -16.00 -11.67 -7.19 -2.55 2.20
SIDE U 20.08 18.69 17.24 15.68 14.08 12.44 10.75 8.95 7.02 4.93 2.61 0.03 -2.91 -6.29 -10.13

SUCTION A -20.80 -24.05 -26.90 -29.43 -31.71 -33.77 -35.66 -37.37 -38.91 -40.27 -41.45 -42.43 -43.20 -43.76 44.21
SIDE U -4.33 -11.24 -18.03 -24.74 -31.16 -43.01 -48.32 -53.14 -61.12 -64.21 -61.64 -64.80 -69.82
PRESSURE A 6.95 11.60 16.03 20.16 23.96 27.40 30.49 33.24 35.65 37.75 39.53 40.99 42.14 42.95 43.63
SIDE U -14.46 -19.20 -24.27 -29.54 -34.87 -40.13 -45.22 -50.02 -54.44 -58.41 -61.87 -64.76 -67.05 -68.70 -70.04

R0 = 1.16 AM0= -42.35 UH0= 20.12 R1 = 0.34 AM1= 43.79 UH1= -69.62 AS = 0.00
LP = 126.12 D = 25.06 AM1= -43.52 UMA= 29.23 AMA= 44.13 UMI= -69.95 US= 0.00

SECTION A14-A14 Z= 325.00 F= 1972.12 BETAS= 44.14 BETAB1= 44.47 R= 49.29 AR= -44.41 UR= 21.40 ALPHA1= -25.72

SUCTION A -44.58 -44.21 -43.07 -41.11 -38.31 -34.64 -30.10 -24.71 -18.59 -11.95 -5.13 1.47 7.52 12.83 17.41
SIDE U 20.83 21.74 23.07 24.59 26.19 27.71 28.96 29.65 29.48 28.14 25.41 21.26 15.90 9.67 2.93
PRESSURE A -44.58 -44.19 -43.07 -41.29 -38.91 -36.00 -32.67 -28.99 -25.05 -20.91 -16.61 -12.15 -7.52 -2.73 2.16
SIDE U 20.83 19.43 17.93 16.30 14.60 12.85 11.03 9.13 7.11 4.94 2.58 -0.06 -3.03 -6.43 -10.30

SUCTION A -21.33 -24.70 -27.62 -30.20 -32.51 -34.60 -36.49 -38.20 -39.74 -41.10 -42.27 -43.25 -44.02 -44.58 -45.02
SIDE U -4.07 -11.14 -18.13 -24.95 -31.79 -37.59 -42.57 -48.03 -52.42 -58.42 -62.21 -65.36 -67.85 -69.65 -71.10
PRESSURE A 0.07 11.86 16.42 20.61 24.55 28.06 31.20 33.98 36.41 38.52 40.31 41.78 42.93 43.76 44.42
SIDE U -14.66 -19.45 -24.58 -29.93 -35.36 -40.73 -45.92 -50.83 -55.35 -59.41 -62.95 -66.92 -69.96 -71.33

R0 = 1.19 AM0= -43.40 UH0= 20.85 R1 = 0.34 AM1= 44.60 UH1= -70.89 AS = 0.00
LP = 128.86 D = 25.59 AM1= -44.59 UMA= 29.70 AMA= 44.94 UMI= -71.24 US= 0.00

SECTION A15-A15 Z= 350.00 F= 2062.74 BETAS= 44.04 BETAB1= 44.42 R= 50.60 AR= -45.49 UR= 22.17 ALPHA1= -25.98

SUCTION A -45.66 -45.26 -44.06 -42.04 -39.16 -35.41 -30.78 -25.32 -19.12 -12.41 -5.49 1.26 7.49 13.02 17.80
SIDE U 21.65 22.56 23.89 25.38 26.93 28.38 29.54 30.14 29.70 28.54 25.82 21.71 16.39 10.14 3.32
PRESSURE A -45.66 -45.28 -44.17 -42.38 -39.99 -35.36 -33.68 -29.93 -25.91 -21.66 -17.24 -12.63 -7.85 -2.70 2.16
SIDE U 21.65 20.19 18.63 16.90 15.10 13.23 11.30 9.31 7.21 4.98 2.57 -0.10 -3.11 -6.53 -10.44

SUCTION A -21.87 -25.36 -28.37 -31.00 -33.33 -35.43 -38.31 -39.01 -40.53 -41.87 -43.02 -43.98 -44.74 -45.29 -45.73
SIDE U -3.80 -11.01 -18.17 -25.16 -31.90 -38.31 -44.33 -49.90 -54.95 -59.44 -63.32 -66.55 -69.10 -70.94 -72.43
PRESSURE A 7.22 -12.15 -16.83 21.17 25.14 28.70 31.88 34.68 37.13 39.24 41.02 42.49 43.63 44.46 -45.11
SIDE U -14.84 -19.68 -24.89 -30.32 -35.85 -41.33 -46.63 -51.65 -56.28 -60.44 -64.07 -67.10 -69.51 -71.25 -72.65

R0 = 1.21 AM0= -44.44 UH0= 21.65 R1 = 0.35 AM1= 45.30 UH1= -72.21 AS = 0.00
LP = 131.58 D = 26.10 AM1= -45.67 UMA= 30.17 AMA= 45.65 UMI= -72.56 US= 0.00

SECTION A16-A16 Z= 375.00 F= 2155.02 BETAS= 43.88 BETAB1= 44.32 R= 51.94 AR= -46.56 UR= 23.02 ALPHA1= -26.31

SUCTION A -46.73 -46.31 -45.06 -42.97 -40.01 -36.17 -31.47 -25.93 -19.66 -12.87 -5.85 1.04 7.46 13.20 18.17
SIDE U 22.53 23.43 24.73 26.18 27.67 29.04 30.10 30.62 30.32 28.93 26.23 22.17 16.87 10.61 3.72
PRESSURE A -46.73 -46.39 -45.59 -43.51 -41.11 -38.16 -34.74 -30.93 -26.81 -22.45 -17.88 -13.11 -8.15 -3.03 2.19
SIDE U 22.53 20.97 17.49 15.56 13.52 11.56 9.48 5.05 2.59 -0.11 -3.14 -6.60 -10.54

SUCTION A -22.42 -26.04 -29.14 -31.82 -34.18 -36.27 -38.13 -39.80 -41.28 -42.59 -43.71 -44.63 -45.37 -45.89 -46.32
SIDE U -3.52 -10.88 -18.20 -25.36 -32.27 -38.64 -45.01 -50.71 -55.89 -61.44 -67.17 -70.76 -75.39 -78.28 -79.80
PRESSURE A 7.39 -12.46 -17.25 -21.69 -25.72 -29.33 -32.35 -35.37 -38.39 -41.30 -44.17 -47.10 -49.11 -49.55 -49.69
SIDE U -14.98 -19.89 -25.17 -30.71 -36.34 -41.73 -47.35 -52.49 -57.23 -61.49 -65.21 -68.32 -70.79 -72.58 -74.02

R0 = 1.24 AM0= -45.49 UH0= 22.50 R1 = 0.36 AM1= 45.88 UH1= -73.57 AS = 0.00
LP = 134.28 D = 26.59 AM1= -46.75 UMA= 30.64 AMA= 46.24 UMI= -73.93 US= 0.00

SECTION A17-A17 Z= 400.00 F= 2249.13 BETAS= 43.68 BETAB1= 44.22 R= 53.30 AR= -47.66 UR= 23.85 ALPHA1= -26.58

SUCTION A -47.81 -47.25 -46.05 -43.89 -40.85 -36.94 -32.15 -26.53 -20.20 -13.34 -6.22 0.81 7.41 13.36 18.54
SIDE U 23.46 24.35 25.61 27.00 28.40 29.68 30.66 31.09 30.73 29.32 26.64 22.62 17.35 11.08 4.13
PRESSURE A -47.81 -47.50 -46.43 -44.67 -42.27 -39.30 -35.84 -31.96 -27.75 -23.26 -18.53 -13.58 -8.44 -3.15 2.24
SIDE U 23.46 21.77 20.01 18.06 16.01 13.91 9.67 7.46 5.14 2.65 -0.08 -3.14 -6.63 -10.61

SUCTION A -22.97 -26.73 -29.93 -32.67 -35.04 -37.12 -38.95 -40.58 -42.01 -43.26 -44.33 -45.22 -45.92 -46.42 -46.82
SIDE U -3.22 -10.73 -18.22 -25.55 -32.63 -39.27 -45.69 -51.54 -56.85 -61.57 -65.64 -69.04 -71.71 -73.65 -75.21
PRESSURE A 7.60 -12.79 -17.69 -22.21 -26.31 -29.96 -33.18 -36.00 38.43 -40.51 -42.26 -43.67 -44.77 -45.55 -46.18
SIDE U -15.10 -20.08 -25.45 -31.08 -36.83 -42.54 -48.09 -53.34 -58.19 -62.56 -66.38 -69.57 -72.11 -73.94 -75.42

R0 = 1.27 AM0= -46.54 UH0= 23.39 R1 = 0.37 AM1= 46.38 UH1= -76.97 AS = 0.00
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SECTION A18-A18 Z= 425.00 F= 2345.30 BETAS= 43.44 BETAB1= 44.12 R= 54.67 AR= -48.75 UR= 24.75 ALPHA1= -26.92

SUCTION A -48.88 -48.43 -47.04 -44.81 -41.70 -37.70 -32.83 -27.15 -20.75 -13.81 -6.59 0.57 7.36 13.51 18.91
SIDE U 24.42 25.28 26.51 27.82 29.14 30.32 31.20 31.55 31.14 29.71 27.05 23.47 17.83 11.56 4.54
PRESSURE A -48.88 -48.62 -47.59 -45.45 -43.45 -39.47 -36.97 -33.03 -28.72 -24.09 -19.19 -14.87 -8.74 -3.23 2.31
SIDE U 24.42 22.58 20.70 18.62 16.45 14.26 12.07 9.86 7.60 5.23 2.73 -0.02 -3.11 -6.63 -10.65

SUCTION A -23.53 -27.44 -30.73 -33.53 -35.92 -37.98 -39.78 -41.35 -42.72 -43.91 -44.92 -45.76 -46.42 -46.89 -47.27
SIDE U -2.92 -10.57 -18.23 -25.74 -32.29 -39.90 -46.39 -52.38 -57.83 -62.66 -66.84 -70.32 -73.06 -75.04 -76.64
PRESSURE A 7.82 -13.14 -18.14 -22.75 -26.90 -30.58 -33.82 -36.63 -39.05 -41.10 -42.81 -44.19 -45.25 -46.04 -46.61
SIDE U -15.21 -20.26 -25.72 -31.45 -37.32 -43.15 -48.82 -54.20 -59.17 -63.65 -67.56 -70.84 -73.44 -75.33 -76.85

R0 = 1.30 AM0= -47.58 UH0= 24.32 R1 = 0.37 AM1= 46.83 UH1= -76.39 AS = 0.00
LP = 139.75 D = 27.49 AM1= -48.94 UMA= 31.35 AMA= 47.20 UMI= -76.76 US= 0.00

SECTION A19-A19 Z= 450.00 F= 2443.77 BETAS= 43.20 BETAB1= 44.01 R= 56.05 AR= -49.83 UR= 25.66 ALPHA1= -27.25

SUCTION A -49.94 -49.43 -48.02 -45.73 -42.55 -38.47 -33.53 -27.77 -21.30 -14.28 -6.96 0.33 7.29 13.65 19.26
SIDE U 25.04 25.95 26.33 27.41 28.64 30.96 31.74 32.01 31.55 30.09 27.45 23.51 18.31 12.03 4.96
PRESSURE A -49.94 -49.45 -48.06 -45.77 -42.58 -39.47 -33.54 -27.78 -21.31 -14.29 -6.97 -3.36 -2.37
SIDE U 25.04 23.40 21.40 19.18 16.89 14.60 12.32 10.05 7.76 5.37 2.83 0.05 -3.07 -6.63 -10.69

SUCTION A -24.07 -28.14 -31.55 -34.40 -36.81 -38.86 -40.61 -42.12 -43.43 -44.55 -45.50 -46.28 -46.89 -47.33 -47.68
SIDE U -2.60 -10.40 -18.22 -25.91 -33.35 -40.43 -47.08 -53.23 -58.81 -63.76 -68.04 -71.60 -74.41 -76.41 -78.08
PRESSURE A -8.04 -13.49 -18.60 -23.28 -27.49 -31.21 -34.46 -37.27 -39.66 -41.68 -45.35 -44.69 -45.71 -46.43 -47.00
SIDE U -15.30 -20.43 -25.98 -31.82 -37.84 -43.77 -49.56 -55.06 -60.15 -64.74 -68.75 -72.12 -74.77 -76.72 -78.29

R0 = 1.33 AM0= -48.63 UH0= 25.26 R1 = 0.38 AM1= 47.24 UH1= -77.82 AS = 0.00
LP = 142.47 D = 27.91 AM1= -50.03 UMA= 32.01 AMA= 47.62 UMI= -78.20 US= 0.00

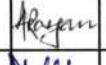
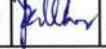
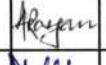
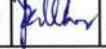
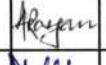
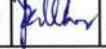
SECTION A20-A20 Z= 475.00 F= 2544.80 BETAS= 42.97 BETAB1= 43.92 R= 57.44 AR= -50.91 UR= 26.59 ALPHA1= -27.58

SUCTION A -51.00 -50.46 -49.01 -46.65 -43.40 -39.25 -34.23 -28.40 -21.85 -14.75 -7.34 0.09 7.22 13.79 19.61
SIDE U 26.39 27.20 28.33 29.49 30.62 31.60 32.28 32.47 31.95 30.47 27.85 23.94 18.78 12.51 5.39
PRESSURE A -51.00 -50.87 -49.92 -48.24 -45.87 -42.87 -39.30 -35.22 -30.70 -25.80 -20.57 -15.07 -9.35 -3.49 2.42
SIDE U 26.39 24.24 22.11 19.76 17.35 14.95 12.59 10.26 7.92 5.50 2.93 0.12 -3.03 -6.63 -10.74

SUCTION A -24.61 -28.84 -32.36 -35.28 -37.71 -39.74 -41.45 -42.91 -44.14 -45.20 -46.08 -46.89 -47.37 -47.77 -48.10
SIDE U -2.27 -10.21 -18.21 -26.08 -33.70 -40.96 -47.77 -54.07 -59.79 -64.86 -68.24 -72.89 -77.47 -77.84 -78.05
PRESSURE A -8.24 -13.83 -19.06 -23.83 -28.09 -31.85 -35.11 -37.71 -39.66 -41.68 -45.35 -44.69 -45.71 -

 संस्थान क्रय विनिर्देश (हीप - हरिद्वार)		HW 19690 पृष्ठ का Page 1 of 6	
PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)			
विनिर्देश नं. SIGN & DATE	STEEL CASTING FOR GUIDE BLADE OF LP TURBINES (GX4CrNi13-4 + QT1)		
संस्थान की नीति का अनुसार विनिर्देश TLV 9254, Part 08, Oct '14			
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		1.0 SCOPE OF APPLICATION: <p>The specification governs the quality of steel castings for solid guide blades for LP-turbines produced by investment casting in steel grade GX4CrNi13-4 according to EN 10283 (material no. 1.4317) and the following additional requirements.</p>	
		2.0 CONDITION OF DELIVERY: <p>The casting shall be supplied in the heat-treated and ground condition as per ordering drawings.</p>	
3.0 DIMENSION & TOLERANCES <p>Castings shall be supplied to the tolerance shown on the drawing accompanying the order.</p>		4.0 GENERAL REQUIREMENTS <p>Before starting the production the manufacturer shall check the ordering drawing with respect to casting and inspection specific design. He should outline his objectives regarding optimization of casting and inspection technology, coordinating his goals with BHEL.</p> <p>The technical delivery terms are valid to EN1559-1 and EN 1559-2</p>	
4.1 <p>Before starting the production the manufacturer shall submit the following documents to BHEL.</p> <ul style="list-style-type: none"> - A manufacturing and inspection sequence plan (MIP) establishing the quality assured sequence of operations. A schedule for the individual manufacturing steps to be added. - A heat treatment plan with information on temperatures, holding times and cooling rates. - Test instructions for NDE which are performed as part of his own QA measures. The test instructions shall include precise information on the test, e.g. what, where, how – illustrated by sketches, if necessary. - Welding Procedure Specification (WPS) in accordance with EN ISO 15609-1 and an appropriate Welding Procedure Qualification Record (WPQR) in accordance with EN ISO 15614-1 or a record with a qualification based on pre-production welding test in accordance with ISO 15613. - List of qualified welders in accordance with DIN EN ISO 9606-1. Alternatively qualifications in accordance with ASME BPVC Section IX are also acceptable. 		5.0 MANUFACTURING: 5.1 General: <p>Manufacturing shall be as per EN 10283.</p>	
5.2 Heat Treatment: <p>As per EN 10283.</p> <p>Hardening: 1000-1050°C, holding time depending on the wall thickness.</p> <p>Tempering: 590 - 620°C, holding time depending on the wall thickness.</p>			
विनिर्देश वर्तमान SIGN & DATE	नाम NAME दिनांक व वार्षिक SIGNATURE & DATE		
TSX TSX PSC STE QAX अधिकारी नाम	RAKESH VERMA TS GOPALKRISHNAN S. K. GARG U. K. PANDA विनिर्देश वर्तमान	अनुवादक WORKED BY विनिर्देश वर्तमान SUPERVISED BY	Pankaj Agarwal Ashish Ranjan T S Gopalkrishnan
अधिकारी नाम INVENTORY NO	नाम NAME	विनिर्देश वर्तमान DATE & SIGNATURE	विनिर्देश वर्तमान DATE & SIGNATURE
REAFFIRMED 2025		विनिर्देश : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE	
Rev. 06 DT: 19/7/16	विनिर्देश : PREPARED : MTE		वार्षिक : मानक विभाग ISSUED : STANDARDS DIVISION
		PS 2.60 DATE : 14.02.02	

प्रिंटिंग द्वारा करने वाली कंपनी का नाम & DATE		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)	HW 19690 पृष्ठ का Page 2 of 6																							
प्रिंटिंग की संस्था का नाम & वर्ष	SUPPLIERS INSTITUTE NO.	<p>A tempering is also permitted to maximum 635°C within the whole furnace chamber. If after hardening and tempering finishing welds are done, a stress relief heat treatment shall be carried out at a temperature below the tempering temperature. Subsequently tests as per clause 6.0 shall be carried out.</p> <p>5.3 Alignment After hardening and tempering only slight adjustment (approx. 1-2 mm) is acceptable.</p> <p>5.4 Grinding Finishing by grinding within the tolerances given in the order drawing is accepted.</p> <p>5.5 Welding Welding is only allowed according to the Welding Procedure Specification (WPS) submitted to BHEL and successfully realized Welding Procedure Qualification Record (WPQR). Filler material may only be used if they are tested for suitability or are accredited. Only filler material similar to alloy type 13%Cr 4%Ni in accordance with EN ISO 14343 Table 1 may be used. These must be documented with inspection certificate 3.1 according to EN 10204. Area to be welded must be ground down to flawless base metal. This must be checked by surface crack inspection. Welds with imperfections ≥ 2mm are only allowed if this has been approved by the BHEL in writing. The imperfections must be documented by a sketch noting the appropriate positions and dimensions as an attachment to the deviation report.</p> <p>6.0 Properties and their verification:</p> <p>6.1 Chemical Composition: Heat analysis in weight % according to EN 10283. Figures in the following table are for information only; mandatory figures shall be taken from the standard</p>																								
<p>संस्थानिकरण वर्त गोपनीय यह दस्तावेज़ को किसी भी रूप से अप्रैवायिक रूप से वितरित नहीं किया जा सकता। यह दस्तावेज़ को किसी भी रूप से अप्रैवायिक रूप से वितरित नहीं किया जा सकता।</p> <p>COPYRIGHT AND CONFIDENTIAL The information in this document is the property of Bharat Heavy Electricals Limited. It must not be copied directly or indirectly in any way without permission in writing from the owners of the document.</p>																										
प्रिंटिंग की संस्था का नाम & DATE	Rev. 06 P-3704	<table border="1"> <tr> <td>C</td> <td>≤ 0.06</td> <td>Si</td> <td>≤ 1.00</td> <td>Mn</td> <td>≤ 1.00</td> <td>P</td> <td>≤ 0.035</td> </tr> <tr> <td>S</td> <td>≤ 0.025</td> <td>Cr</td> <td>12.00 – 13.50</td> <td>Mo</td> <td>≤ 0.70</td> <td>Ni</td> <td>3.50 – 5.00</td> </tr> <tr> <td>Cu</td> <td>≤ 0.30</td> <td>V</td> <td>≤ 0.08</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>Cobalt (Co) analysis only for information</p> <p>6.2 Mechanical Properties Determination of the mechanical properties shall be carried out on one blade. Mechanical properties as per EN 10283 (Tensile test as per ISO 6892-1, Impact test as per ISO 148-1) shall be achieved at room temperature. Figures in the following table are for information only; mandatory figures shall be taken from the standard. Samples shall be taken out in straight line to the blade axis in the range of maximum thickness.</p>	C	≤ 0.06	Si	≤ 1.00	Mn	≤ 1.00	P	≤ 0.035	S	≤ 0.025	Cr	12.00 – 13.50	Mo	≤ 0.70	Ni	3.50 – 5.00	Cu	≤ 0.30	V	≤ 0.08				
C	≤ 0.06	Si	≤ 1.00	Mn	≤ 1.00	P	≤ 0.035																			
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Cu	≤ 0.30	V	≤ 0.08																							
प्रिंटिंग की संस्था INSTITUTE NO.	WORKED BY नियोजकता CHECKED BY तात्परकता	Ashish Ranjan G Krishnan	17.10.15 17.10.15																							

संस्थान क्रय विनिर्देश (हीप - हरिद्वार)	HW 19690								
	पृष्ठ का Page 4 of 6								
PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)									
STURPSERS INVENTORY NO.	7.0 PROTOTYPE MANUFACTURING & TEST:								
प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर	<p>A prototype qualification for every blade type is required to be carried out together with BHEL before starting production of the first order. The manufacturer shall create a manufacturing and inspection sequence plan (MIP), based on the parameters stipulated during prototype qualification.</p> <p>For prototype qualification, at least 5 blades are to be tested for dimensional and material testing.</p> <p>Tests shall be performed on prototype blades in the as delivered condition as per clause 6.0 with following additional requirements:</p> <ol style="list-style-type: none"> Hardness Survey: on all blades Radiographic Examination: complete RT of all the blades Dimensional check of all blades. The profile form and geometry to be checked either with a coordinate measuring machine (CMM) or with Box Type 5mm equidistant template fixture having all sections mentioned in the tolerance table appearing on the corresponding blade drawing. Measurements to be taken using pin-gauges. 5-blades assembly fixture to be prepared for checking of Blade end contours and ensuring proper fitment of blades with respect to Blade orientation, Throat values and End-gaps. Template drawings for marking blade end profiles at Outer and Inner rings may be taken from BHEL. <p>Proper gauges for the measurement of throat, inlet and exit edge radii and Dmax to be used. Dmax to be checked using 'Pistol Caliper'. Surface roughness measurement to be carried out using 'Digital Surface Roughness Tester'. LP to be measured using Vernier caliper.</p> <p>Physical verification of Profile Templates, Fixture, Special Tooling and gauges should be carried out by BHEL or NABL accredited/ Internationally approved Lab.</p> <p>Blade inspection report for Profile should be prepared including achieved values of ΔH_{max}, ΔR_{max}, $(\Delta H + \Delta R)_{max}$, $\text{MaxDiff}(\Delta R)$ and ΔD of the blades as per tolerance scheme given on the corresponding drawing.</p> <p>Blades must be free from any undulations.</p> <p>At the end of the prototype test a report shall be written which shall contain all results of the above required inspections and tests. This report shall be submitted to the purchaser before starting mass production.</p> <ul style="list-style-type: none"> Model no. and identification no. of the blades on every sheet. Material no. and material designation. Heat no. and heat analysis. Complete information on all heat treatments performed. Mechanical properties test results including a sketch of specimen location. 								
प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर	Rev 06								
INVENTORY NO.	<table border="1"> <tr> <td>नियन्त्रका का WORKED BY</td> <td>Ashish Ranjan</td> <td></td> <td>17.10.15</td> </tr> <tr> <td>नियन्त्रका का CHECKED BY</td> <td>G Krishnan</td> <td></td> <td>17.10.15</td> </tr> </table>	नियन्त्रका का WORKED BY	Ashish Ranjan		17.10.15	नियन्त्रका का CHECKED BY	G Krishnan		17.10.15
नियन्त्रका का WORKED BY	Ashish Ranjan		17.10.15						
नियन्त्रका का CHECKED BY	G Krishnan		17.10.15						
STURPSERS INVENTORY NO.	205/2011/05								
प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर प्रत्येक टेलर वा डिजिटल ड्राइवर का नाम वा नंबर	205/2011/05								
COPYRIGHT AND CONFIDENTIAL The information in this document is the property of Bharat Heavy Electricals Limited & its subsidiary. It is not to be distributed or disclosed to any other party without the written permission of BHEL.									

वितरण वाले का नाम SIGN & DATE 	संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)	HW 19690 पृष्ठ का Page 5 of 6
SUPERSEDES INVENTORY NO	<ul style="list-style-type: none"> Hardness test results including a sketch of the location of the hardness test spots. Result of nondestructive inspections (MT/PT and X-ray) including records. Confirmation of visual inspection Record of the surface roughness measurement. Result of dimensional check including records. In the case of finishing welds, a sketch with the geometrical dimensions and the location of the welds shall be attached, in addition to the WPS. <p>If all requirements are fulfilled mass production may be started. The procedures of the prototype manufacturing must be kept.</p> <p>If desired, a prototype qualification can also be requested for verification of reliability.</p> <p>NOTE: Any other method of dimensional checking used for supply of blades to M/s Siemens is also acceptable with prior approval from BHEL.</p>	
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	8.0 ADDITIONAL REQUIREMENT FOR QUALIFICATION FOR NEW SUPPLIER <p>Unless otherwise stipulated by BHEL, for the first three orders of a blade type the following examinations have to be performed in addition to the prototype qualification for new suppliers:</p> <ul style="list-style-type: none"> Metallographic examination (microstructure, grain size of base metal) Examination of welded area of a typical guide blade (hardness microstructure, additional examinations if necessary) 100% dimensional, radiographic and hardness examination of all blades Dimensional reports of all guide blades with all dimensions 	
संस्थानिकार एवं गोपनीय इस दस्तावेज को दूसरों को देना या इसका अन्य कोई उपयोग नहीं किया जाना। इस दस्तावेज को दूसरों को देना या इसका अन्य कोई उपयोग नहीं किया जाना।	9.0 MARKING <p>The casting shall be permanently marked by casting, punching or engraving the pattern no., melt- no. and a serial-no. at the position specified in the ordering drawing.</p>	10.0 DOCUMENTATION <p>Unless otherwise specified, the supplier shall furnish 4 copies of test certificate 3.1 according to EN 10204 to BHEL prior to, but in no case later than the delivery of the casting. The test certificate shall contain the following:</p> <ol style="list-style-type: none"> Pattern no. and order no. on every page Material designation and marking number of blades supplied Name and drawing no. of the casting Heat no., heat analysis and melting method. Result of the hardness tests. Complete information on all heat treatments performed. If welding has been performed: confirmation that welding was performed in accordance with the welding procedure qualification record and that it was done by certified welders only, as well as an Inspection certificate 3.1 in accordance with EN 10204 , of the filler
वितरण वाले का नाम SIGN & DATE Rev 06 (SUPERSEDES) INVENTORY NO P-3704 22/7/11	वितरण वाले का नाम SIGN & DATE नियोजककर्ता WORKED BY जांचकर्ता CHECKED BY	वितरण वाले का नाम SIGN & DATE Sujeet Kumar G Krishnan 16.07.16 18.07.16

ANNEXURE- 1
CHECK LIST

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

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

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

ANNEXURE - 2

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,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

Sub: Submission of Offer against GeM enquiry no:

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

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

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

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

Authorized Representative of Bidder
Signature:
Name:
Address:

Place:

Date:

ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

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

To,

To,

Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:

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

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

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

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

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

Yours faithfully,

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

Date:

Place:

ANNEXURE- 4

UNDERTAKING

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

To,

To,

Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Enquiry No:

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

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

Place:

Date:

ANNEXURE – 5

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

To,

To,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

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

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

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

Yours faithfully,

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

Enclosed: Power of Attorney

ANNEXURE – 6

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

To,

To,

Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

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

Ref :

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

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

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

Yours faithfully,

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

Date:

ANNEXURE – 7

NON-DISCLOSURE CERTIFICATE

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

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

Hence,

I/We

M/s

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

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

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

➤ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL (Signature, date & seal of Authorized Signatory of the bidder) Date:

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for _____

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

Harish Upadhyay

(Signature)

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Ajeet. Tripathi



Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

Abenath Inpalt



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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

Anand Talyarkar

Q

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

*Agend Telpah
(AGENDA TEPATI)*

For & On behalf of the Principal
(Office Seal)

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

Place BHEL, Kharagpur
Date 10/11/2025

Witness: DB
(Name & Address) TULIN KANTI DEY
BHEL, Kharagpur

Witness: _____
(Name & Address) _____

ANNEXURE - 9

NON DISCLOSURE AGREEMENT

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

By and Between

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

And

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

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

WHEREAS

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

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

Annexure-NDA

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

Annexure-NDA

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

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

5. Disclosure

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

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

Annexure-NDA

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
- d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
- e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended

(k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

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

Annexure-NDA

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

7. Protection of Confidential Information

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

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

Annexure-NDA

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

12. Return of Confidential Information

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

13. Notice of Breach

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

14. Survival

Annexure-NDA

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

15. Governing Law & Dispute Resolution

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

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

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

16. No Publication

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

17. Miscellaneous

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

Annexure-NDA

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

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

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

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

18. Notices

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

Notice if to:

BHEL, then to:

Phone :

Annexure-NDA

Fax : _____

E-mail : _____

ABC, then to,

(Name) _____

(Designation) _____

Phone : _____

Fax : _____

E-mail : _____

19. Counterparts, Telefax Signatures

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

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

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

ANNEXURE – 10**DECLARATION**

Date:

To,

To,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@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,
To,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) Enquiry No:.....

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

Tick (✓) any one as applicable:

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

OR

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

i.
ii.

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

Note:

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

ANNEXURE – 12

**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,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

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

Ref:

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

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

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

1. _____ 2. _____

3. _____ 4. _____

Thanking you, Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

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

ANNEXURE – 13

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,
Manager / PPX-T
3rd Floor, Main Admin building HEEP Haridwar-249403
Uttarakhand. Phone: 01334-281183
Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

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

Ref:

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

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

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

Thanking you,
Yours faithfully,

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

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

ANNEXURE – 14

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name:

2. Beneficiary Account No.:

3. Bank Name &Branch:

4. City/Place:

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

6. IFSC Code of Bank Branch:

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

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

POWER OF ATTORNEY for SUBMISSION OF TENDER

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

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

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

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

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

Dated at, this, day of

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)
.....

Dear Sirs,
In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴ (name of the Employer) through its Unit at

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

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

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

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

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

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶

and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before.....⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at.....¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at.....² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,(hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs⁶(Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

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

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

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

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

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

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

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

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

LIST OF CONSORTIUM BANK

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

Declaration for treatment of cases regarding conflict of interest

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

To,

Manager / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand. Phone: 01334-281183, Email: su-pal@bhel.in ; tuhinney@bhel.in

Dear Sir,

Sub : Declaration for treatment of cases regarding conflict of interest

Ref :**Tender Reference No:**

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

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

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

(Signature of the authorized signatory of the bidder)