

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

Procurement where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 05.04.2017 & 20.05.2010

Kindly provide CoI valueur ID with documentary proof along with your Bid/offer for case Value more than 25 Lacs.

RAMAN GOEL
MANAGER

TENDER DOCUMENTS

SHARAT ASSTY ELECTRICALS LIMITED
MARICURAI, INDIA

Buyer Addit Bid Specific Additional Terms & Conditions (ATC)

Note: This Addendum has to be mandatorily filled & signed by the bidder and submitted along with technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments 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.	BID/ Requirements	Supplier Acceptance /Comments
1	PRE-QUALIFICATION CRITERIA: 1. Technical PQR (attached). All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Addendum (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. bidder to submit Integrity Pact in the attached format with its offer 1. Bidder must not be admitted under Corporate Machinery Exclusion Process or Liquidator as on date, by NGT or any adjudicating authority's authority, and shall submit undertaking (Annexure IV) to this effect. EXPLANATORY NOTES FOR THE PQR (PRE-QUALIFYING REQUIREMENTS): 1. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (a) is/are found to be spurious, offer of the bidder is liable to be rejected. Bidders reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. 1. Price bids of only those bidders shall be opened who stand qualified after completion of PQR and who are approved by customers.	
2	SCOPE OF SUPPLY/WORK: Supply of items as per enquiry and Addendum-item Details	
3	PRICE BASIS: 1. Prices are to be quoted on firm basis. Prices must remain firm and fixed till the conclusion of contract. No price variation is allowed till the conclusion of contract. 1. Price Basis should as per latest version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GSTD). Please visit our site https://bhelbids.com/bidinfo/CodeOfPractices/gstd.jsp for latest version of General Instructions and Standard Terms & Conditions (GSTD) for Tender Enquiries. 1. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units. 1. The evaluation currency for this tender shall be INR. 1. The total quantity may undergo change at the time of ordering.	
4	VALIDITY OF OFFER: The quotation shall be valid for a minimum period of 30 days, effective from the date of tender opening. In case of negotiation, validity of offer shall be 30 days from receipt of revised /negotiated final price or 30 days from first opening, whichever is later. Offers with shorter validity than above are liable to be rejected.	

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2	QUALITY REQUIREMENTS: 1. Vendor to Supply and Install BMS, CP (No. 04/01/02/03 Rev 02) (CP attached along with the enquiry). 2. Indian Vendors to confirm inspection by BHEL/BHEL nominated inspection agency TUV/QRST and customer as per BHEL approved CP. 3. Foreign Vendors to confirm inspection shall be done by third party inspection agency QRS/TUV/BN and customer as per BHEL approved CP. 4. Foreign vendors to either quote third party inspection charges (URS/TUV/BN) separately in their offer or vendor to mention that third party inspection charges are included in the quoted price of the offer. If vendor do not quote third party inspection charges or do not mention that third party inspection charges are included in quoted price, then it shall be presumed that third party inspection charges are included in the quoted price of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bids. Inspection / re-inspection & material at Supplier's works: BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the Supplier/Vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost. Vendor should raise inspection call for BHEL / TA inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.	
6	Splitting of Quantity: NOT APPLICABLE	
7	DELIVERY: As per Enquiry and Amendment Item Details, Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered where quoted delivery does not suit BHEL requirements. Deliveries even earlier than that mentioned in Amendment Item Details are also acceptable. NOTE: If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL, at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to (in good faith) for the delays attributable to the Supplier/Vendor.	
8	INTERNATIONAL SHIPMENT CLEARANCE CERTIFICATE (MCC): NOT APPLICABLE	
9	CURRENCY BIDDER OPTION: APPLICABLE BIDD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the BIDD. The BIDD is to an amount of Rs. 40,00,000.00 (Rs. Forty Lacs only) to be paid only in the following forms: a) Electronic Fund Transfer credited in BHEL account (before tender opening). b) Banker's cheque/ Pay order/ Demand draft, in favour of 'Shree Heavy Electricals Limited' and payable at Regional M/C having the tender (along with offer). c) Road Deposit Receipt (RDR) issued by Scheduled Bank/ Public Financial Institutions as defined in the Companies Act (RDR should be in the name of the Contractor, w/o BHEL, making it in favour of a etc.) (along with offer). This Road Deposit in such cases shall be valid for a period of 40 (forty-five) days beyond the final bid validity period. d) Bank Guarantees from any of the scheduled banks. In such cases shall be valid for a period of 40 (forty-five) days beyond the final bid validity period. e) Insurance Surety Bonds. In case the BIDD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (or equivalent Foreign Exchange amount, in case of foreign bidders) issued/	

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	confirmed from any of the scheduled commercial bank in India in the prescribed format, this BMD shall remain valid for a period of 15 (fifteen) days beyond the final bid validity period. 11.2 The other form of BMD submission shall be acceptable to BMD. 11.3 BMD by the Bidder will be forfeited as per IIT conditions, if:- i. The bidder withdraws or amends its/bid tender or impairs or damages from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender. ii. BMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of contract "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension. 11.4 Subject to Clause 11.3 above, BMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 20th day after the award of the contract. However, in case of two phases or two stage bidding, BMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. 11.4 BMD of successful Bidder shall be refunded on conclusion of the tender/ receipt of a performance security as mentioned in IIT. 11.5 BMD shall not carry any interest. 11.6 Micro and Small Enterprises (MSE) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of BMD.	
18	PERFORMANCE SECURITY: APPLICABLE 18.1 Successful Bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfillment of all contractual obligations, including warranty obligations. 18.2 Performance security is to be furnished within 15 days after issuance of contract/PD and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations. 18.3 Modes of deposit: a) Performance security may be furnished in the following forms: i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Shree Haryana Electronics Limited' and payable at Regional HQ. ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BMD. iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, w/c BMD). iv. Securities available from Indian Post offices such as National Savings Certificate, Kisan Vikas Patra, etc. (held in the name of Contractor furnishing the security and duly underwritten/ hypothecated/ pledged, as applicable, in favour of BMD). v. Insurance Surety Bond. Note: BMD will not be liable or responsible in any manner for the collection of interest or removal of the documents or in any other matter connected therewith. b) In case of GTR tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. 18.4 The performance security will be forfeited and credited to SML's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PD. 18.5 Performance security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. 18.6 The Performance Security shall not carry any interest. 18.7 There is no exemption of Performance security deposit submission for MSE Vendors.	
19	INTEGRITY PACT (IP): APPLICABLE (a) IP is a tool to ensure that activities and transactions between the Company and its Subsidiary Companies are handled in a fair, transparent and corruption-free manner. (b) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail ID:-	

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	info@bhel.in As an date, the positions of Independent External Members (IEMs) are vacant in the Company. As and when the IEMs join based on the approval of the Competent Authority, any complaint(s) received will be shared with the IEMs. (c) The IT as enclosed with the tender is to be submitted (only signed by authorized signatory) along with techno-commercial bid (Part-I), in case of total three part bid). Only those bidders who have entered into such an IT with BHEL would be considered to participate in the bidding. In other words, entering into this Part would be a preliminary qualification. NOTE: No routine correspondence shall be addressed to the above email ids regarding the clarifications, scope extensions or any other administrative queries, once the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: <table><tr><td>Tulika Saini Gen./Sr. Manager (proc.)</td><td>Raman Gen./Manager (proc.)</td><td>Rajul Sharma (Gen. (proc.))</td></tr><tr><td>Email ID: tulikasaini@bhel.in Landline: 02284-281188</td><td>Email ID: ramang@bhel.in Landline: 02284-281188</td><td>Email ID: rajul.sharma@bhel.in Landline: 02284-281884</td></tr></table>	Tulika Saini Gen./Sr. Manager (proc.)	Raman Gen./Manager (proc.)	Rajul Sharma (Gen. (proc.))	Email ID: tulikasaini@bhel.in Landline: 02284-281188	Email ID: ramang@bhel.in Landline: 02284-281188	Email ID: rajul.sharma@bhel.in Landline: 02284-281884	
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Email ID: tulikasaini@bhel.in Landline: 02284-281188	Email ID: ramang@bhel.in Landline: 02284-281188	Email ID: rajul.sharma@bhel.in Landline: 02284-281884						
	BREACH OF CONTRACT, REMEDIES AND TERMINATION: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelweb/CodeOfGistc/gistc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. Note: 1) The defaulting Supplier/tender shall not be eligible for participation in any of the future enquiries issued by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) in case defaulting Supplier/tender is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) in case defaulting Supplier/tender is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as sole proprietor. 2) In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be forfeited by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is met.							
	BANK DETAILS FOR BID & PERFORMANCE SECURITY SUBMISSION: <table><tr><td>Bank Details</td><td>SWIFT Details of bank</td></tr><tr><td>STATE BANK OF INDIA KANPUR BRANCH, OPP: RGH MAIN GATE, SECTOR-3, KANPUR, BARBODIA, UTTARAKHAND, INDIA. PIN CODE : 264403</td><td>SWIFT NO: SBININ3333 CC ACCOUNT NO: 3067996458 IFSC CODE: SBIN0003336</td></tr></table>	Bank Details	SWIFT Details of bank	STATE BANK OF INDIA KANPUR BRANCH, OPP: RGH MAIN GATE, SECTOR-3, KANPUR, BARBODIA, UTTARAKHAND, INDIA. PIN CODE : 264403	SWIFT NO: SBININ3333 CC ACCOUNT NO: 3067996458 IFSC CODE: SBIN0003336			
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	PAYMENT TERMS: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelweb/CodeOfGistc/gistc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. No interest shall be payable on the security deposit or any other money due to the Supplier. Penalty for any deviation in the payment terms with BHEL shall be done as follows:							

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	Base rate of MFC RATE (as applicable on the date of bid opening, within commercial bid opening in case of E-gov bids) & all shall be considered for leading to the period of relaxation sought by bidders.	
15	TERMS & DUTIES: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
16	LIQUIDATED DAMAGES/PENALTY FOR LATE DELIVERY: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. DSEI may levy maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders. Payment of Liquidated Damages (LD) shall not in any way release the vendor from any of its obligations & liabilities under the contract.	
17	BILL TO/SHIP TO ADDRESS: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
18	TRANSIT INSURANCE: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
19	GUARANTEE/WARRANTY: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. Test certificate and Guarantee certificate/ WARRANTY to be provided by vendor as per specification.	
20	PREFERENCE TO MAKE IN INDIA: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
21	COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (B) OF BPN 2017: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
22	SETTLEMENT OF DISPUTE: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
23	JURISDICTION: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
24	FORCE MAJEURE: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhel.com/bhelvdc/CostRcg/gstc.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
25	NON-DISCLOSURE AGREEMENT:	

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	As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) . Please visit our site https://www.bhel.com/bhelweb/Content/Reginfo.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.																
	CORPORATION																
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	FRAUD PREVENTION POLICY																
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	SUPPLY OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS																
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	ACTION AGAINST BIDDER / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT																
30	As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) . Please visit our site https://www.bhel.com/bhelweb/Content/Reginfo.jsp for latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.																
	MISO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.																
31	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Type under MSE</th><th style="text-align: left;">UDYAM No</th><th style="text-align: left;">SC/ST Owned</th><th style="text-align: left;">Woman Owned</th><th style="text-align: left;">Others (including SC/ST/Woman)</th></tr> <tr> <td>House</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td><td></td></tr> </table> NOTE: If the bidder does not furnish the above, offer shall be processed considering that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum T. No. 21(8)/2011-MIA and 28/12/2018 office of AS & SO, MS&S) only if they submit along with the offer, attested copies of either Udyam Registration. Data to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non-submission of supporting document in MSE portal will lead to consideration of their bids equal with other bidders. No benefits shall be applicable for the ensuing. If the above required documents are not uploaded at the time of bid submission, documents submitted by the bidder shall be verified by Bids, for rendering the applicable benefits.	Type under MSE	UDYAM No	SC/ST Owned	Woman Owned	Others (including SC/ST/Woman)	House					Small					
Type under MSE	UDYAM No	SC/ST Owned	Woman Owned	Others (including SC/ST/Woman)													
House																	
Small																	
	DOCUMENTS REQUIRED FOR Bidding PROCEDURE: The following documents are required to be sent with Material Dispatch/Bidding Documents FOR INQUIRY SUGGEST:																
32	+ Original Tax Invoice (As per Q. No. 4 above) + Tax Certificate + Guarantee Certificate + Inspection Report + ISF compliance certificate + Digitally signed invoice																

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POA SUPPLY ORDERS PLACED ON INVOICE SUPPORTED. Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on BHEL ECRDMS portal at <https://ecrdms.bhel.in/ecrdms/>, prior to dispatch. All documents as per PO sheet(s), along with additional documents (if any), must be uploaded on the portal. It is mandatory that the invoice with a net amount (including taxes) exceeding Rs Five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs-five lakhs, in case they were not digitally signed and uploaded on the portal.

This material will not be accepted inside BHEL in absence of the above.

FOR INVOICES SUPPORTED:

- Original Tax invoice (As per Cl. No. 4 above)
- Tax Certificate
- Guarantee Certificate
- Importer Report
- Original Bill of Lading
- Certificate of Origin

Vendor Contract clause regarding GST /TC and provision for 5-Invoice w.e.f. 01.10.2020

1. W.e.f. 01.10.2020, vendor to ensure submission of 5-invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards.
2. It has been notified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from Govt. portal on a tax invoice. Based on such information, GST RC as claimed by vendor, in GST returns shall be matched with the corresponding details uploaded by supplier in e-invoicing system.
3. In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order /Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall lie to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

SPECIAL NOTES:

1. Procurement directly from manufacturer/ supplier shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockists/ channel partners etc. on behalf of manufacturer or the manufacturer themselves intend for making supplies through their such agents only, following guidelines will be followed:
 - a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
 - b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
 - c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
 - d. Agent should submit the authorization letter from the manufacturer clearly indicating details like name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.
 - e. In case order is to be placed and executed by agent following aspects are to be ensured:
 - i. Manufacturer of the agent should meet the RFT as defined in tender.
 - ii. Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the RFT.
2. In the event of our customer order covering this tender being cancelled /placed on hold /revised/ modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

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	2. BMTL may negotiate the LO with, if not meeting our budget / estimated cost. BMTL may reject the tender opened, if LO price is not acceptable to BMTL, even after negotiation. Any deviation from the conditions specified in TECHNICO-COMMERCIAL TERMS AND CONDITIONS / Buyer Added Bid Specific Additional Terms & Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) will lead to rejection of offer. 4. Any change in applicable rates of tax or any other statutory levies (Direct / indirect) or any new introduction of any law by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BMTL, will be to vendors account. BMTL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 5. BMTL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BMTL project / Unit. 6. Enquiry items are for commercial resale. 7. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / companies/agents, shall be rejected. The list of banned firms is available on BMTL web site www.bhtl.com. 8. 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/recovery shall be provided by BMTL to the vendor. ORDER ACKNOWLEDGEMENT (or ORDER AWARDING): in case order acknowledgements is not received within 7 days, purchase order will be deemed to be accepted by vendor.	
34	COMMUNICATES OF BMTL: 1. All other terms and conditions not covered here will be as per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhtl.com/bhtlweb/Content/Files/gistc.pdf for Latest Version of General instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. 2. Bidders/Vendor has to ensure the submission of the offer for Tender Enquiry only after the completion of BMTL, hereinafter's Buyer Added Bid Specific Additional Terms & Conditions, Special terms and conditions, Technical specifications and requirements, Latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://www.bhtl.com/bhtlweb/Content/Files/gistc.pdf for Latest Version of General instructions and standard terms & conditions (GISTC) for Tender Enquiries.	
35	Reverse auction: BMTL shall be resorting to reverse auction (RA) (guidelines as available on www.bhtl.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all the techno-commercially qualified bidders shall be opened and same shall be considered for RA, in case any bidder(s) do(es) not participate in online reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking bidders to give their acceptance with the offer for participation in RA.	
36	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: 1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BMTL. 2. Buyer Added Bid Specific ATC 3. Special conditions of the contract 4. Technical conditions of contract (TCC) 5. General instructions and standard terms & conditions	
37	Notwithstanding anything to the contrary in any other document comprising in the contract, no interest shall be payable by BMTL to any bidder/vendor/contractor on any money or balances including but not limited to the ID, TMS, Retention money, RA bill or final bill or any amount withheld &/or appropriated by BMTL.	

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INSTRUCTIONS TO SUPPLIER FOR SUBMITTING OFFER:

1. If vendor(s) do not mention anything about the mentioned clause (s. no. 1.03) in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of tenders commercial bid part.
2. The tender documents can be downloaded from our web site www.bhel.com/ or <http://tenders/bhel.com/bheluch/home.jsp>. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order / e-payment/ Demand Draft (drawn in favour of BHEL, RAJENDRA) only. It may be noted that if hard copy of any tender documents is required, then the same may be collected against copy of Pay Order / e-payment/ Demand Draft of requisite tender fee (while original to be submitted with Part-C). However, if no hard copy of any tender documents is required from BHEL, no tender fee is required to be submitted.
3. Bid should be free from correction, overwriting, using correction fluid, etc. Any correction, 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, mentioned below Part I opening:

Tech. Repd. Secy./ Manager (PWS-T)	Raman. Gosh/Manager (PWS-T)	Rehul Sharma /DCM (PWS-T)
Email ID: tshndoy@bhel.in Landline: 01354-351185	Email : rmanag@bhel.in Landline: 01354-351255	Email ID: rehul.sharma@bhel.in Landline: 01354-353804

4. Details of Contact Person Name, Designation, Department complete postal, e-mail address & fax no. phone, Mobile no. to be mentioned.

Registered Vendors - Are those who are registered with BHEL, tenderer for transportation/ Store/ straight of standard components in respective steel grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, tenderer for transportation/ Store/ Straight of standard components in respective steel grade or machining of such items.

TECHNICAL QUALIFICATION: Technical Requirements, Pre-qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

ESSENTIAL INSTRUCTIONS

Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filed only by unregistered vendors on our website www.bhel.com.

BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).

THE TENDER SHALL BE SUBMITTED IN TWO PARTS IN SEPARATE COVER AS DESIGNATED BELOW ON OR BEFORE THE DUE DATE.

Tenders will be received in Tender Box kept in Tender Room and should be addressed to:
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
RAJENDRA-346403 (Jalandhar), INDIA.

The date for opening of tender shall be **12.11.2022** Tenders will be received up to **1.45 P.M. on 12.11.2022** and opened on the same day at **2.00 P.M.** in the Tender Room. Please note that tender received after due date & time (**1.45 PM on 12.11.2022**) will not be opened. BHEL will not be responsible for any type of postal / courier delay. **Bid shall be opened at 2 PM on the due date** in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

TENDER DOCUMENTS

Amendments/Corrigendum, if any, will be posted only on the website mentioned above. Other terms and conditions will be as per tender documents.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Chennamahal/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under bid (for the item) selected/ banned with BHEL on date of opening of Part - I will not be allowed to quote for this tender. In case their offer is received, it may be outrightly rejected.

Unregistered vendors may check visit our site <https://www.bhel.com/> for filling up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

KINDLY READ "INSTRUCTIONS TO BIDDERS" QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

If vendors/bidders are unable to submit hardcopy of offer/bid, offer/bid can be submitted to the following e-mail address: tendersell@bhel.in

For submission of bids through e-mail, following procedure must be followed:

- i. Bidder have to submit their bid into two parts - i. Techno-Commercial Bid (Part-I Bid) and Price Bid (Part-II Bid) in two separate password protected pdf files before 11-48 PM on the date of Techno-Commercial Bid (Part-I Bid) opening. Name of pdf files attached in e-mail should be as follows:
 - a. Techno-Commercial Bid (Part-I Bid) „Tender Enquiry No. _____, due date of tender _____
 - b. Price Bid (Part-II Bid) „Tender Enquiry No. _____, due date of tender _____

All the vendors submitting their bids through e-mail are advised to have following clear subject line:
1. Tender Enquiry Reference No. _____

2. Bid Opening Date (Part I, Techno-Commercial): _____

- The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the set of the all attachments in one e-mail should not be more than 10 MB. In case set of offer is more than 10 MB, the attachments may be sent in separate e-mail and all e-mails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. i & ii as above.
- Password of pdf files should be shared by bidders at same e-mail ID (i.e. conprod@bhel.in)

as under:

- For Techno-Commercial Bid (Part-I Bid), Vendor to share the password between 100 PM (IST) to 400 PM (IST) on the day of Techno-Commercial (Part-I Bid) opening (i.e. on the due date). However, if password is not received up to 0400 PM (IST) on due date of part I, such bids may not be opened and may be ignored by BHEL.
- Price Bid (Part-II Bid) Vendor to share the password between 100 PM (IST) to 400 PM (IST) on the day of Price Bid (Part-II Bid) opening. After techno-commercial scrutiny of offers, the price bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 0400 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL.
- Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder.

All interested vendors must submit the endorsed MOA well in time to BHEL for getting drawing and specification.

All the sub-envelopes (Part-I & Part-II) to be put in a single covering envelope indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I & Part-II). BHEL may decide to ignore the offer in case of submission of incomplete offer.

TENDER DOCUMENTS

	* Please submit your offer according to General Instructions and Standard Terms & Conditions (SITC), Version AUGUST 2023, Rev. 06 (for foreign bidders) and AUGUST 2023, Rev. 09 (for indigenous bidders) for Tender Enquiries. Please visit our site https://www.bids.com.br for SITC. All the bidders/vendors must ensure compliance of these SITC (Version AUGUST 2023, Rev. 06/ AUGUST 2023, Rev. 09 (as applicable)). SITC (v Version AUGUST 2023, Rev. 06/ AUGUST 2023, Rev. 09) can also be referred by login to B2B Portal for bidders.	
39	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: First Level: Any grievance should initially be addressed to the designated Contact 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 B2B DMS Portal: https://bids.bids.com.br/bids/bids. Responses will be provided in accordance with the defined escalation matrix.*	
40	Annexure: Annexure - Check List Annexure - Offer forwarding letter / tender submission letter Annexure - No Objection Certificate Annexure - Declaration regarding insolvency/ Liquidation/ Bankruptcy Proceedings Annexure - Declaration by Authorized Signatory Annexure - Declaration by Authorized Signatory regarding Authenticity of submitted documents Annexure - Declaration reg. Related firms & their areas of activities Annexure - Declaration for relation in past. Annexure - Declaration reg. minimum local content in line with revised public procurement Annexure - Declaration regarding compliance to Restrictions under Rule 144 (a) of GFR 2017 Annexure - Bank Account Details for Bill Payment Annexure - Power of Attorney for submission of tender Annexure - Proforma of Bank Guarantee for Earnest Money Annexure - Proforma of Bank Guarantee for Performance Security Annexure - List of Consortium Bank Annexure - NDA Annexure - Integrity Pact Annexure - Pre-Qualification Criteria Annexure - Declaration for treatment of cases regarding conflict of interest Annexure - Quality Plan Annexure - Model Consultation Clause	
Vendor's signature and seal		

TENDER DOCUMENTS**Annexure Item Details**

Sl. No.	Item description	Material Code	Quantity (Nos.)	Delivery
1.	CRG-1131315099 RCP 04 FORGING FOR HP MOTOR WITHOUT WELD OVERLAY (ROUGH FINISHED) 355C-HV120402 RCP 02	933310321102	04 Nos.	02 Nov 21.12.2027 02 Nov 20.08.2028

1	Question 1: (10 marks) The following table shows the number of people who have been caught using mobile phones while driving in the last 12 months. The data is as follows: <table border="1"> <tr> <th>Age Group</th> <th>Caught</th> <th>Not Caught</th> </tr> <tr><td>16-17</td><td>10</td><td>20</td></tr> <tr><td>18-19</td><td>15</td><td>25</td></tr> <tr><td>20-24</td><td>20</td><td>30</td></tr> <tr><td>25-29</td><td>25</td><td>35</td></tr> <tr><td>30-34</td><td>30</td><td>40</td></tr> <tr><td>35-39</td><td>35</td><td>45</td></tr> <tr><td>40-44</td><td>40</td><td>50</td></tr> <tr><td>45-49</td><td>45</td><td>55</td></tr> <tr><td>50-54</td><td>50</td><td>60</td></tr> <tr><td>55-59</td><td>55</td><td>65</td></tr> <tr><td>60-64</td><td>60</td><td>70</td></tr> <tr><td>65-69</td><td>65</td><td>75</td></tr> <tr><td>70-74</td><td>70</td><td>80</td></tr> <tr><td>75-79</td><td>75</td><td>85</td></tr> <tr><td>80-84</td><td>80</td><td>90</td></tr> <tr><td>85-89</td><td>85</td><td>95</td></tr> <tr><td>90-94</td><td>90</td><td>100</td></tr> <tr><td>95-99</td><td>95</td><td>105</td></tr> <tr><td>100-104</td><td>100</td><td>110</td></tr> <tr><td>105-109</td><td>105</td><td>115</td></tr> <tr><td>110-114</td><td>110</td><td>120</td></tr> <tr><td>115-119</td><td>115</td><td>125</td></tr> <tr><td>120-124</td><td>120</td><td>130</td></tr> <tr><td>125-129</td><td>125</td><td>135</td></tr> <tr><td>130-134</td><td>130</td><td>140</td></tr> <tr><td>135-139</td><td>135</td><td>145</td></tr> <tr><td>140-144</td><td>140</td><td>150</td></tr> <tr><td>145-149</td><td>145</td><td>155</td></tr> <tr><td>150-154</td><td>150</td><td>160</td></tr> <tr><td>155-159</td><td>155</td><td>165</td></tr> <tr><td>160-164</td><td>160</td><td>170</td></tr> <tr><td>165-169</td><td>165</td><td>175</td></tr> <tr><td>170-174</td><td>170</td><td>180</td></tr> <tr><td>175-179</td><td>175</td><td>185</td></tr> <tr><td>180-184</td><td>180</td><td>190</td></tr> <tr><td>185-189</td><td>185</td><td>195</td></tr> <tr><td>190-194</td><td>190</td><td>200</td></tr> <tr><td>195-199</td><td>195</td><td>205</td></tr> <tr><td>200-204</td><td>200</td><td>210</td></tr> <tr><td>205-209</td><td>205</td><td>215</td></tr> <tr><td>210-214</td><td>210</td><td>220</td></tr> <tr><td>215-219</td><td>215</td><td>225</td></tr> <tr><td>220-224</td><td>220</td><td>230</td></tr> <tr><td>225-229</td><td>225</td><td>235</td></tr> <tr><td>230-234</td><td>230</td><td>240</td></tr> <tr><td>235-239</td><td>235</td><td>245</td></tr> <tr><td>240-244</td><td>240</td><td>250</td></tr> <tr><td>245-249</td><td>245</td><td>255</td></tr> <tr><td>250-254</td><td>250</td><td>260</td></tr> <tr><td>255-259</td><td>255</td><td>265</td></tr> <tr><td>260-264</td><td>260</td><td>270</td></tr> <tr><td>265-269</td><td>265</td><td>275</td></tr> <tr><td>270-274</td><td>270</td><td>280</td></tr> <tr><td>275-279</td><td>275</td><td>285</td></tr> <tr><td>280-284</td><td>280</td><td>290</td></tr> <tr><td>285-289</td><td>285</td><td>295</td></tr> <tr><td>290-294</td><td>290</td><td>300</td></tr> <tr><td>295-299</td><td>295</td><td>305</td></tr> <tr><td>300-304</td><td>300</td><td>310</td></tr> 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<tr><td>605-609</td><td>605</td><td>615</td></tr> <tr><td>610-614</td><td>610</td><td>620</td></tr> <tr><td>615-619</td><td>615</td><td>625</td></tr> <tr><td>620-624</td><td>620</td><td>630</td></tr> <tr><td>625-629</td><td>625</td><td>635</td></tr> <tr><td>630-634</td><td>630</td><td>640</td></tr> <tr><td>635-639</td><td>635</td><td>645</td></tr> <tr><td>640-644</td><td>640</td><td>650</td></tr> <tr><td>645-649</td><td>645</td><td>655</td></tr> <tr><td>650-654</td><td>650</td><td>660</td></tr> <tr><td>655-659</td><td>655</td><td>665</td></tr> <tr><td>660-664</td><td>660</td><td>670</td></tr> <tr><td>665-669</td><td>665</td><td>675</td></tr> <tr><td>670-674</td><td>670</td><td>680</td></tr> <tr><td>675-679</td><td>675</td><td>685</td></tr> <tr><td>680-684</td><td>680</td><td>690</td></tr> <tr><td>685-689</td><td>685</td><td>695</td></tr> <tr><td>690-694</td><td>690</td><td>700</td></tr> <tr><td>695-699</td><td>695</td><td>705</td></tr> <tr><td>700-704</td><td>700</td><td>710</td></tr> 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<tr><td>805-809</td><td>805</td><td>815</td></tr> <tr><td>810-814</td><td>810</td><td>820</td></tr> <tr><td>815-819</td><td>815</td><td>825</td></tr> <tr><td>820-824</td><td>820</td><td>830</td></tr> <tr><td>825-829</td><td>825</td><td>835</td></tr> <tr><td>830-834</td><td>830</td><td>840</td></tr> <tr><td>835-839</td><td>835</td><td>845</td></tr> <tr><td>840-844</td><td>840</td><td>850</td></tr> <tr><td>845-849</td><td>845</td><td>855</td></tr> <tr><td>850-854</td><td>850</td><td>860</td></tr> <tr><td>855-859</td><td>855</td><td>865</td></tr> <tr><td>860-864</td><td>860</td><td>870</td></tr> <tr><td>865-869</td><td>865</td><td>875</td></tr> <tr><td>870-874</td><td>870</td><td>880</td></tr> <tr><td>875-879</td><td>875</td><td>885</td></tr> <tr><td>880-884</td><td>880</td><td>890</td></tr> <tr><td>885-889</td><td>885</td><td>895</td></tr> <tr><td>890-894</td><td>890</td><td>900</td></tr> <tr><td>895-899</td><td>895</td><td>905</td></tr> <tr><td>900-904</td><td>900</td><td>910</td></tr> <tr><td>905-909</td><td>905</td><td>915</td></tr> <tr><td>910-914</td><td>910</td><td>920</td></tr> <tr><td>915-919</td><td>915</td><td>925</td></tr> <tr><td>920-924</td><td>920</td><td>930</td></tr> <tr><td>925-929</td><td>925</td><td>935</td></tr> <tr><td>930-934</td><td>930</td><td>940</td></tr> <tr><td>935-939</td><td>935</td><td>945</td></tr> <tr><td>940-944</td><td>940</td><td>950</td></tr> <tr><td>945-949</td><td>945</td><td>955</td></tr> <tr><td>950-954</td><td>950</td><td>960</td></tr> <tr><td>955-959</td><td>955</td><td>965</td></tr> <tr><td>960-964</td><td>960</td><td>970</td></tr> <tr><td>965-969</td><td>965</td><td>975</td></tr> <tr><td>970-974</td><td>970</td><td>980</td></tr> <tr><td>975-979</td><td>975</td><td>985</td></tr> <tr><td>980-984</td><td>980</td><td>990</td></tr> <tr><td>985-989</td><td>985</td><td>995</td></tr> <tr><td>990-994</td><td>990</td><td>1000</td></tr> <tr><td>995-999</td><td>995</td><td>1005</td></tr> </table>	Age Group	Caught	Not 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2	Question 2: (10 marks) The following table shows the number of people who have been caught using mobile phones while driving in the last 12 months. The data is as follows: <table border="1"> <tr> <th>Age Group</th> <th>Caught</th> <th>Not Caught</th> </tr> <tr><td>16-17</td><td>10</td><td>20</td></tr> <tr><td>18-19</td><td>15</td><td>25</td></tr> <tr><td>20-24</td><td>20</td><td>30</td></tr> <tr><td>25-29</td><td>25</td><td>35</td></tr> <tr><td>30-34</td><td>30</td><td>40</td></tr> <tr><td>35-39</td><td>35</td><td>45</td></tr> <tr><td>40-44</td><td>40</td><td>50</td></tr> <tr><td>45-49</td><td>45</td><td>55</td></tr> <tr><td>50-54</td><td>50</td><td>60</td></tr> <tr><td>55-59</td><td>55</td><td>65</td></tr> <tr><td>60-64</td><td>60</td><td>70</td></tr> <tr><td>65-69</td><td>65</td><td>75</td></tr> <tr><td>70-74</td><td>70</td><td>80</td></tr> <tr><td>75-79</td><td>75</td><td>85</td></tr> <tr><td>80-84</td><td>80</td><td>90</td></tr> <tr><td>85-89</td><td>85</td><td>95</td></tr> <tr><td>90-94</td><td>90</td><td>100</td></tr> <tr><td>95-99</td><td>95</td><td>105</td></tr> <tr><td>100-104</td><td>100</td><td>110</td></tr> <tr><td>105-109</td><td>105</td><td>115</td></tr> <tr><td>110-114</td><td>110</td><td>120</td></tr> <tr><td>115-119</td><td>115</td><td>125</td></tr> <tr><td>120-124</td><td>120</td><td>130</td></tr> <tr><td>125-129</td><td>125</td><td>135</td></tr> <tr><td>130-134</td><td>130</td><td>140</td></tr> <tr><td>135-139</td><td>135</td><td>145</td></tr> <tr><td>140-144</td><td>140</td><td>150</td></tr> <tr><td>145-149</td><td>145</td><td>155</td></tr> <tr><td>150-154</td><td>150</td><td>160</td></tr> <tr><td>155-159</td><td>155</td><td>165</td></tr> <tr><td>160-164</td><td>160</td><td>170</td></tr> <tr><td>165-169</td><td>165</td><td>175</td></tr> <tr><td>170-174</td><td>170</td><td>180</td></tr> <tr><td>175-179</td><td>175</td><td>185</td></tr> <tr><td>180-184</td><td>180</td><td>190</td></tr> <tr><td>185-189</td><td>185</td><td>195</td></tr> <tr><td>190-194</td><td>190</td><td>200</td></tr> <tr><td>195-199</td><td>195</td><td>205</td></tr> <tr><td>200-204</td><td>200</td><td>210</td></tr> <tr><td>205-209</td><td>205</td><td>215</td></tr> <tr><td>210-214</td><td>210</td><td>220</td></tr> <tr><td>215-219</td><td>215</td><td>225</td></tr> <tr><td>220-224</td><td>220</td><td>230</td></tr> <tr><td>225-229</td><td>225</td><td>235</td></tr> <tr><td>230-234</td><td>230</td><td>240</td></tr> <tr><td>235-239</td><td>235</td><td>245</td></tr> <tr><td>240-244</td><td>240</td><td>250</td></tr> <tr><td>245-249</td><td>245</td><td>255</td></tr> <tr><td>250-254</td><td>250</td><td>260</td></tr> <tr><td>255-259</td><td>255</td><td>265</td></tr> <tr><td>260-264</td><td>260</td><td>270</td></tr> <tr><td>265-269</td><td>265</td><td>275</td></tr> <tr><td>270-274</td><td>270</td><td>280</td></tr> <tr><td>275-279</td><td>275</td><td>285</td></tr> <tr><td>280-284</td><td>280</td><td>290</td></tr> <tr><td>285-289</td><td>285</td><td>295</td></tr> <tr><td>290-294</td><td>290</td><td>300</td></tr> <tr><td>295-299</td><td>295</td><td>305</td></tr> <tr><td>300-304</td><td>300</td><td>310</td></tr> <tr><td>305-309</td><td>305</td><td>315</td></tr> <tr><td>310-314</td><td>310</td><td>320</td></tr> <tr><td>315-319</td><td>315</td><td>325</td></tr> <tr><td>320-324</td><td>320</td><td>330</td></tr> <tr><td>325-329</td><td>325</td><td>335</td></tr> <tr><td>330-334</td><td>330</td><td>340</td></tr> <tr><td>335-339</td><td>335</td><td>345</td></tr> <tr><td>340-344</td><td>340</td><td>350</td></tr> <tr><td>345-349</td><td>345</td><td>355</td></tr> <tr><td>350-354</td><td>350</td><td>360</td></tr> <tr><td>355-359</td><td>355</td><td>365</td></tr> <tr><td>360-364</td><td>360</td><td>370</td></tr> <tr><td>365-369</td><td>365</td><td>375</td></tr> <tr><td>370-374</td><td>370</td><td>380</td></tr> <tr><td>375-379</td><td>375</td><td>385</td></tr> <tr><td>380-384</td><td>380</td><td>390</td></tr> <tr><td>385-389</td><td>385</td><td>395</td></tr> <tr><td>390-394</td><td>390</td><td>400</td></tr> <tr><td>395-399</td><td>395</td><td>405</td></tr> <tr><td>400-404</td><td>400</td><td>410</td></tr> <tr><td>405-409</td><td>405</td><td>415</td></tr> <tr><td>410-414</td><td>410</td><td>420</td></tr> <tr><td>415-419</td><td>415</td><td>425</td></tr> <tr><td>420-424</td><td>420</td><td>430</td></tr> <tr><td>425-429</td><td>425</td><td>435</td></tr> <tr><td>430-434</td><td>430</td><td>440</td></tr> <tr><td>435-439</td><td>435</td><td>445</td></tr> <tr><td>440-444</td><td>440</td><td>450</td></tr> <tr><td>445-449</td><td>445</td><td>455</td></tr> <tr><td>450-454</td><td>450</td><td>460</td></tr> <tr><td>455-459</td><td>455</td><td>465</td></tr> <tr><td>460-464</td><td>460</td><td>470</td></tr> <tr><td>465-469</td><td>465</td><td>475</td></tr> <tr><td>470-474</td><td>470</td><td>480</td></tr> <tr><td>475-479</td><td>475</td><td>485</td></tr> <tr><td>480-484</td><td>480</td><td>490</td></tr> <tr><td>485-489</td><td>485</td><td>495</td></tr> <tr><td>490-494</td><td>490</td><td>500</td></tr> <tr><td>495-499</td><td>495</td><td>505</td></tr> <tr><td>500-504</td><td>500</td><td>510</td></tr> <tr><td>505-509</td><td>505</td><td>515</td></tr> <tr><td>510-514</td><td>510</td><td>520</td></tr> <tr><td>515-519</td><td>515</td><td>525</td></tr> <tr><td>520-524</td><td>520</td><td>530</td></tr> <tr><td>525-529</td><td>525</td><td>535</td></tr> <tr><td>530-534</td><td>530</td><td>540</td></tr> <tr><td>535-539</td><td>535</td><td>545</td></tr> <tr><td>540-544</td><td>540</td><td>550</td></tr> <tr><td>545-549</td><td>545</td><td>555</td></tr> <tr><td>550-554</td><td>550</td><td>560</td></tr> <tr><td>555-559</td><td>555</td><td>565</td></tr> <tr><td>560-564</td><td>560</td><td>570</td></tr> <tr><td>565-569</td><td>565</td><td>575</td></tr> <tr><td>570-574</td><td>570</td><td>580</td></tr> <tr><td>575-579</td><td>575</td><td>585</td></tr> <tr><td>580-584</td><td>580</td><td>590</td></tr> <tr><td>585-589</td><td>585</td><td>595</td></tr> <tr><td>590-594</td><td>590</td><td>600</td></tr> <tr><td>595-599</td><td>595</td><td>605</td></tr> <tr><td>600-604</td><td>600</td><td>610</td></tr> <tr><td>605-609</td><td>605</td><td>615</td></tr> <tr><td>610-614</td><td>610</td><td>620</td></tr> <tr><td>615-619</td><td>615</td><td>625</td></tr> <tr><td>620-624</td><td>620</td><td>630</td></tr> <tr><td>625-629</td><td>625</td><td>635</td></tr> <tr><td>630-634</td><td>630</td><td>640</td></tr> <tr><td>635-639</td><td>635</td><td>645</td></tr> <tr><td>640-644</td><td>640</td><td>650</td></tr> <tr><td>645-649</td><td>645</td><td>655</td></tr> <tr><td>650-654</td><td>650</td><td>660</td></tr> <tr><td>655-659</td><td>655</td><td>665</td></tr> <tr><td>660-664</td><td>660</td><td>670</td></tr> <tr><td>665-669</td><td>665</td><td>675</td></tr> <tr><td>670-674</td><td>670</td><td>680</td></tr> <tr><td>675-679</td><td>675</td><td>685</td></tr> <tr><td>680-684</td><td>680</td><td>690</td></tr> <tr><td>685-689</td><td>685</td><td>695</td></tr> <tr><td>690-694</td><td>690</td><td>700</td></tr> <tr><td>695-699</td><td>695</td><td>705</td></tr> <tr><td>700-704</td><td>700</td><td>710</td></tr> <tr><td>705-709</td><td>705</td><td>715</td></tr> <tr><td>710-714</td><td>710</td><td>720</td></tr> <tr><td>715-719</td><td>715</td><td>725</td></tr> <tr><td>720-724</td><td>720</td><td>730</td></tr> <tr><td>725-729</td><td>725</td><td>735</td></tr> <tr><td>730-734</td><td>730</td><td>740</td></tr> <tr><td>735-739</td><td>735</td><td>745</td></tr> <tr><td>740-744</td><td>740</td><td>750</td></tr> <tr><td>745-749</td><td>745</td><td>755</td></tr> <tr><td>750-754</td><td>750</td><td>760</td></tr> <tr><td>755-759</td><td>755</td><td>765</td></tr> <tr><td>760-764</td><td>760</td><td>770</td></tr> <tr><td>765-769</td><td>765</td><td>775</td></tr> <tr><td>770-774</td><td>770</td><td>780</td></tr> <tr><td>775-779</td><td>775</td><td>785</td></tr> <tr><td>780-784</td><td>780</td><td>790</td></tr> <tr><td>785-789</td><td>785</td><td>795</td></tr> <tr><td>790-794</td><td>790</td><td>800</td></tr> <tr><td>795-799</td><td>795</td><td>805</td></tr> <tr><td>800-804</td><td>800</td><td>810</td></tr> <tr><td>805-809</td><td>805</td><td>815</td></tr> <tr><td>810-814</td><td>810</td><td>820</td></tr> <tr><td>815-819</td><td>815</td><td>825</td></tr> <tr><td>820-824</td><td>820</td><td>830</td></tr> <tr><td>825-829</td><td>825</td><td>835</td></tr> <tr><td>830-834</td><td>830</td><td>840</td></tr> <tr><td>835-839</td><td>835</td><td>845</td></tr> <tr><td>840-844</td><td>840</td><td>850</td></tr> <tr><td>845-849</td><td>845</td><td>855</td></tr> <tr><td>850-854</td><td>850</td><td>860</td></tr> <tr><td>855-859</td><td>855</td><td>865</td></tr> <tr><td>860-864</td><td>860</td><td>870</td></tr> <tr><td>865-869</td><td>865</td><td>875</td></tr> <tr><td>870-874</td><td></td></tr></table>	Age Group	Caught	Not 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OEM's Authorization

(Or Company Letter Head if to be submitted as part of Technical bid)

OEM's Name _____ [Address and Contact Details]

OEM's Reference No. _____

Date _____

To:
 Head of Purchase Division
 Heavy Electrical Equipment Plant
 BHEL, Hyderabad

Dear Sirs,

Ref. Your Tender Document No. _____; Tender File: _____

We, _____, are proven and reputable manufacturers of the tendered goods. We hereby authorize Messrs _____ [name and address of the authorized dealer] to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is _____, dated/ since _____.

We further confirm that no Director or firm or individual other than Messrs. _____ [name and address of the above authorized dealer] is authorized for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

Our details are as under:

Name of the Company: _____
 Complete Postal Address: _____
 Pin code/ ZIP code: _____
 Telephone nos. (with country/ area codes): _____
 Fax No./ (with country/ area codes): _____
 Mobile Nos. (with country/ area codes): _____
 Contact persons/ Designation: _____
 Email ID: _____

Yours faithfully,

_____ [signature with date, name, and designation]

For and on behalf of

Messrs _____ [name & address of the OEM and seal of company]

Annexure 2

Cost Supply Information is used to derive the Cost Savings as given in column (10).

Sl. No.	Supplier Name & Supplier Address	Cost of Item	Cost of Item (Current)	Cost of Item (New)	Cost of Item (New)	Cost of Item (New)
1						
2						
3						
4						
5						

Note: Total Supply Information is used to derive the Cost Savings as given in column (10).

(Please Attach the Supplier Agreement with this)

Rotor Manufacturer to submit details of manufacturing and testing facilities as per format below:

1) Steel Making & Refining Facility (In-house / Outsourced):

Rolling Furnace details (Type, Capacity etc.)	
Refining facility details (vacuum degassing / EAF etc)	
Furnace capacity to be submitted with making facility	
maximum ingot size (Weight & dimension)	

* Details of their sub-supplier name, works address and facility details as per above to be submitted

2) Forging facility details (In-house mandatory):

Furnace capacity in ton	
maximum forging weight & diameter which can be manufactured (in mm)	
horizontal Capacity (maximum) for forging (in t/m)	

3) Heat Treatment Facilities (In-house mandatory):

1. Vertical Heat treatment facility availability	Yes / No
2. Turnover Size & max. operating temperature	
3. Availability of Liquid quenching	Yes / No
4. Confirmation of having adequate facility for completion of specification i.e. heat treatment	Confirmed / Not confirmed

4) Machining Facilities (In-house / outsourced):

Availability of facility for rotor machining including end core tapering as per enquiry drawing	Facility availability In-house - Yes / No If in-house facility available - facility details to be submitted If in-house facility not available - provide details of sub-supplier name, works address & facility details
---	---

5) Testing facilities (In-house / outsourced):

1. Chemical testing	Facility availability In-house - Yes / No
2. Mechanical testing (Tensile & impact)	
3. Thermal stability facility (maximum temperature)	If in-house facility available - facility details to be submitted
4. NDT facilities - UT, MT, Densitography	If in-house facility not available - provide details of sub-supplier name, works address & facility details
5. Residual Stress Measurement	

Note: In case of outsourcing of any operation, Rotor Manufacturer to submit details of their sub-supplier.

(Signature & Seal of Rotor Manufacturer Authorized Person)

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1	Salaries	100000	100000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
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GENERAL INFORMATION		FINANCIAL SUMMARY				PERFORMANCE SUMMARY		RISK SUMMARY	
NAME	ADDRESS	DATE	AMOUNT	CURRENCY	STATUS	SCORE	REMARKS	TYPE	LEVEL
1	John Doe	2023-10-27	10000	USD	PAID	95	Good	Low	1
2	Jane Smith	2023-10-28	5000	USD	PENDING	80	Needs review	Medium	2
3	Bob Johnson	2023-10-29	25000	USD	REFUSED	60	High risk	High	3
4	Alice Brown	2023-10-30	7500	USD	PAID	90	Good	Low	1
5	Charlie Davis	2023-10-31	15000	USD	PENDING	75	Needs review	Medium	2
6	Diana Prince	2023-11-01	30000	USD	REFUSED	50	High risk	High	3
7	Ethan Hunt	2023-11-02	12000	USD	PAID	85	Good	Low	1
8	Fiona Glenanne	2023-11-03	8000	USD	PENDING	70	Needs review	Medium	2
9	Greg Kinnear	2023-11-04	4000	USD	REFUSED	40	High risk	High	3
10	Hannah Montana	2023-11-05	6000	USD	PAID	88	Good	Low	1
11	Ian Somerhalder	2023-11-06	9000	USD	PENDING	78	Needs review	Medium	2
12	Jessie James	2023-11-07	11000	USD	REFUSED	55	High risk	High	3
13	Kate Winslet	2023-11-08	13000	USD	PAID	92	Good	Low	1
14	Leo DiCaprio	2023-11-09	16000	USD	PENDING	82	Needs review	Medium	2
15	Melanie Lynskey	2023-11-10	18000	USD	REFUSED	65	High risk	High	3
16	Nicole Kidman	2023-11-11	20000	USD	PAID	98	Good	Low	1
17	Paul Giamatti	2023-11-12	22000	USD	PENDING	85	Needs review	Medium	2
18	Quentin Tarantino	2023-11-13	24000	USD	REFUSED	70	High risk	High	3
19	Ryan Murphy	2023-11-14	26000	USD	PAID	96	Good	Low	1
20	Samuel L. Jackson	2023-11-15	28000	USD	PENDING	88	Needs review	Medium	2

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BNHAT HEAVY ELECTRICALS LIMITED

WAP-WARDWAR, UTTARAKHAND (249403) INDIA

**General Instructions and Standard Terms & Conditions for Issuing against Tender Enquiry
(B070C)**

For Foreign Bidders (Version Sep-2015, Rev-05)

1. GENERAL

These general terms & conditions shall apply to all Tender Enquiries, notices inviting to tender, requests for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd, WAP, Haridwar, UDA (Quotation material to be BHEL or the Purchaser). In case of placement of order, these conditions will become part of Purchase Order (P.O.) until unless the variations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION

A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-3 regarding "Conflict of Interest" is required to be submitted by bidders along with the tender, which should be signed by the authorized signatory of the bidder.

3. SUBMISSION OF TENDER

a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

On an: _____

To,

THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
WARDWAR-249403 (Uttarakhand), INDIA.

B4/Quotation can also be submitted through email communication at email address: tendercell.bhel@bhel.co.in

All tenders submitted through e-mail are advised to have following clear subject line -

1. Tender Enquiry Reference No. _____
2. Bid Opening Date (Part 1, Technical-Commercial) _____



BNHAT HEAVY ELECTRICALS LIMITED

NEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. 01/2023

For Foreign Bidders (Version Sep-2023, Rev: 05)

Tender to submit their bids as attachment (pdf format) with password protection and share the password through mail (procurement@bhel.co.in) after 4.45 pm (IST) on the day of bid opening. However, if no password is received up to 4.45 pm (IST), bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically unsealing the same. The total size of the mail including both attachments must not exceed 25 MB.

k) TENDER BOOK is located at Green No. - 415, 4th Floor, Main Station Building, BHEL-WARDHAR.

l) In case of Tender/Tenure Bid, technical bid containing technical offer, duly signed and stamped copy of the Tender Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-I or Part-II or Part-III as the case may be to be put in a bigger envelope. Bids note that unopened bid should be the most copies of price bid but without price.

m) The bid/quote must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Bids received through authorized E-mail is also acceptable. However, in time submission of tender is under law shall be the responsibility of the bidder, even though any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

n) The bids of the bidders who are on the debarred list and also the bids of the bidders, who engage the services of the debarred firms, shall be rejected. The list of firms debarred by BHEL is available on BHEL website www.bhel.co.in. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, creasing 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.

o) Being PMD vendor, if you are not putting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Regretted lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

p) The bidder will submit tender by Part, duly signed by their authorized signatories, along with their bids wherever applicable as per tender terms.

q) In case of open tender, technically qualified unregistered bidders may apply online for registration through <https://www.bhel.co.in/applyforregistration>.

r) BHEL reserves the right to award/bonded quantities among more than one bidder (after acceptance of LI given by the other bidder). BHEL can also consider awarding of part of the tendered quantity to other than LI bidder as LI was not offered same. If the quantity offered by the LI bidder is less than the quantity required for.

s) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the bidder shall not be accepted. Only e-portal bid shall be accepted. Also, the technical



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bids and/or the financial bids of different bidders received from the same IT address shall be suitably rejected and shall not be considered for further evaluation.

1) The interest shall be payable on the security deposit or any other money due to the supplier.

4. TENDER OPENING

Tender opening is scheduled to start in the Tender Room at 1:00 PM, on the due date. Therefore, bid/ questions must reach the office with tender box/ cover (as detailed in Cl. 3(a) 3(a)) latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF TENDERS SUBMISSION WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note - Foreign bidders willing to attend the bid opening have to provide the requisite documents to the concerned Purchase Committee for arranging passport for them.

5. SPECIFICATION, DRAWINGS & STANDARD

- Bidders must give their detailed specification in the quotation along with relevant technical literature/ catalogue etc. against the tender enquiry.
- The Bid should be accompanied with relevant copies of catalogue, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- Wherever national / international (N/IO) standards are referred, the latest N/IO standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- All Drawings and Standards are proprietary of EHEL. It must not be used in anyway detrimental to the interest of EHEL or without permission of EHEL.

6. PRICE SCHEDULE

- Kindly quote your prices in figures and words both. In case of any discrepancy in value, the price quoted in words shall be considered for evaluation and establishing L1 terms.
- Prices quoted should not be more than the prices quoted to any other EHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of EHEL for similar items in the relevant bid.
- Bidders need to quote their prices on CIF any sea port in Mumbai (unless other seaport is specified in the tender enquiry) or FOB basis to the beneficiary port in any Internationally freely convertible currency only. The name of the currency should be clearly indicated in the bids.
- For sea transportation, EHEL reserves the rights to reject offers not quoting as per tender terms.



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In case BHEL decides to accept FOB delivery terms, following loading criteria shall be used for arriving at equivalent CIF prices. –

1. By 5% in case of shipment in 20 ft/40 ft CP containers,
2. Or, by 15% for other types of containers or breakbulk cargo.

The suppliers are required to submit packing details and the type of cargo, whether container cargo or breakbulk cargo, in their offers. In case, suppliers do not provide packing detail and type of cargo in their quotation, then loading by maximum value i.e. 15% will be done on quoted FOB price. Equivalent CIF will be worked out in the above manner for offers quoting on FOB basis and the CIF so calculated will be used to work out comparative status of the prices against the tender.

c) For evaluation of bids, 0.15 % of CIF Value / Equivalent CIF towards port handling charges and 1.5 % of CIF Value or actual freight charges as per BHEL freight rate contract, whichever is higher, shall be loaded towards inland freight in the price for ascertaining the landed cost to decide the comparative status of the prices.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

Currency of Evaluation shall be INR. Currency exchange rate (ITF selling rate) of INR for one Laticre will be bid / quotation received in foreign currency will be as follows:

- i. Single part bid – Date of tender opening.
- ii. Two / Three part bid – Date of part-I opening.
- iii. Reverse auction – Date of part-I opening.

Note: – Financial evaluation of bids will be on the basis of Landed Cost to BHEL.

g) Evaluation of Indian Agency Commission:

1. BHEL prefers to deal directly with manufacturer, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should obtain mandatory submission of Agency Agreement.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted FOB / CIF price and if payable by BHEL shall be converted to Indian Rupees at TT buying rate of exchange prevailing on technical bid opening date which shall not be subjected to any further exchange rate variation. The same will be paid in Indian Rupees on receipt & acceptance of Materials or its installation at destination, as the case may be.
3. In a tender either the OEM/ Principal or its authorized Indian agent can bid, but both cannot bid simultaneously for same item / product in the same Tender. Must OEM / Principal and its authorized agent submit their bids separately, in that case only the offer of OEM / Principal can be considered.
4. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

5) While submitting your bids please clearly indicate:

1. Suggested weight of goods (in tons).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

7. REVERSE AUCTION

Wherever Reverse Auction (RA) is declared in the special terms and conditions of tender enquiry, the following shall be applicable and Bidders to confirm their acceptance for the same:

"DHRL shall resort to Reverse Auction (RA) for this tender (RA Guidelines are available at www.dhrl.com).

Price bids of all eligible, technically-qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, the bidder's sealed envelope price bid along with the applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS

- 1) Goods shall be dispatched by sea, unless otherwise agreed in the tender enquiry or purchase order.
- 2) The Transshipment is not permissible in case of Break Bulk Cargo. In case of the cargo, Trans Shipment condition in DHRL purchase order/letter of credit will be as per Uniform Customs and Practice for documentary credits, UCP 600, of International Standard Banking practice as issued by International Chamber of Commerce (ICC).
- 3) Any demurrage/Storage Fee payable to the Port Authorities due to any delay attributable to the supplier will be recovered from supplier's account.
- 4) A Certificate of Origin (COO) attested in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- 5) For reasons of delay in receipt of documents from supplier or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrage/charges, if any paid by DHRL (for stated reasons).
- 6) Empty/return to stock, land port charges shall be settled by the supplier and not be passed on to DHRL in the form of destination charges.



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- a) In the event of bidder offering CIF delivery terms for delivery in RCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purpose Containers (High Cube Containers and 24 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of discharge shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (B/L).
- b) In case of CIF delivery, Port congestion charges or any additional charges claimed by shipping line at delivery at destination port shall be to the bidder's account.
- c) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the ICD (Import General Manifest) at discharge port.
- d) In case of CF contract, bidder to supply the material through a Certified Sea-worthy vessel.
- e) The invoice being issued by shipping line must be in the name of BHEL. Any loss in CIF due to submission of discrepant documents will be recovered from supplier / vendor.
- f) While booking the shipment, bidder to also finalize destination charges and the same should appear over B/L or agreed tariff to be provided to BHEL before arrival of shipment.
- g) If cargo is stuffed in container, then the same should be allowed to be moved to CFS at consignee's choice without any additional charges.
- h) MTDs (Non-Negotiable Documents) (previously with DSI) should be sent to BHEL as detailed in Para 'b' (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to BHEL nominated CFS.
- i) Information related to DSI / AMS Documents:

I. Consignee name and address should be same as mentioned in the Purchase order.

II. Notify party: Name and address will be as follows: (For discharge port Mumbai or Nhava Sheva)

Bharat Heavy Electricals Limited
14th Floor World Trade Center-1, Cuff Parade, Colaba,
Mumbai - 400005

Email: maru@bhel.in (in case of Sea Shipments)

Email: maru@bhel.in (in case of Air shipments)

For latest updates, please refer our web site: <http://www.bhel.com>

III. DSI should clearly mention the Indian agent address and contact details.



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VI. OEL should be issued as per OCF 400.

VII. In case of shipments other than FOB, OEL should mention the container destination free period.

VIII. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading (M/B directly to BHEL Mumbai office (Address as Para 'a' above) with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Lading (O/L) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY, DEMERIT DAMAGE (LD) FOR LATE DELIVERY

a) *When terms of Purchase Order are independently usable*

PENALTY/LD for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies including taxes and duties.

b) *When the steel items are required for a main equipment and items are interdependent*

PENALTY/LD for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before penalty/LD) including taxes and duties.

In case of CIF shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of penalty/LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of penalty/LD.

In case of FOB shipment, where date of BL is considered as date of delivery for the purpose of LD, or in case where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, vendor has to intimate the readiness of cargo after inspection to BHEL nominated freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date or from the date of inspection, respectively.

The delay in shipment due to late intimation to BHEL nominated freight forwarder and not attributable to BHEL will be considered for application of PENALTY/LD.

c) *Delivery in Case of Rejection* In case the material is rejected, then date of replacement will be considered as the actual date of delivery.



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For Foreign Bidders (Version Sep-2023, Rev: 05)

- a) Bidders are requested to quote the best delivery meeting the delivery requirements. HEEL reserves the right to reject the offers not meeting HEEL's delivery requirement.
- a) Commencement of delivery period shall be reckoned from the date of PO / L1 or any other agreed milestone.
- b) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- c) The delivery date for L1 purpose will be the Bill of Lading Date/ Air way bill date/ Inspection date, as applicable.
- d) HEEL will treat maximum Penalty/LD under LD clause, in the event the same is not agreed by the bidder, for the purpose of working out the compensatory statements of costs of bidders.
- e) Payment shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.
- f) Penalty/LD, wherever referred under this Tender/Agreement, shall mean and refer to the damages, net in the nature of Penalty/LD, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc as the case may be. PENALTY/LD leviable upon the supplier is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by HEEL on account of delay/breach on the part of the supplier. Grant of any provisional time extension shall by no means be considered as waiver of HEEL rights under the contract or law.

18. PAYMENT TERMS

- a) HEEL's standard payment term is Payment after receipt and acceptance of materials / stores at HEEL/HEEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) HEEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than HEEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through HEEL designated bank which will be specified in Purchase order. Original Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.

INDE (Non-Negotiable Document) (preferably with OBL) should be sent to HEEL as detailed in Para "d)(a)" (above), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable HEEL to move the documents to HEEL Head Office CPE.

a) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

a) 100% payment shall be made within 90 days from material entry date subject to submission of necessary documents by vendor and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case any variation is found in documents/material, BHEL will notify the same to supplier within 15 days of receipt of material. In such a case, the payment shall be made to the vendor within 90 days of the day such objection is satisfactorily addressed by the vendor.

c) Leading on account of deviation in payment terms shall be done as per extent rules of BHEL-Head office.

The leading criteria for the different payment terms shall be as under:

Payment Terms	Days of Leading
Within 30 days of supply received from material entry date	No Leading
Against documents through bank (C&D)	100
Letter of Credit (LC)	120
Director LC	No Leading if tender period is < 120 Days Leading of days difference in difference between 120 days and tender period if the tender period is > 120 Days.

*Leading for any deviation in the payment terms w.r.t TTT terms shall be done as follows:

Repo rate + 4% shall be considered for leading for the period of relaxation sought by bidders.

11. BANK GUARANTEE

In case the bank guarantee are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender inquiry, such bank guarantee of the requisite value in the domestic currency of the purchase order should be from one of the Indian branches of BHEL, consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhel.com. However, in case the bank guarantee is not from BHEL, consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branches of BHEL, consortium banks and the bank charges for such confirmation will be borne by the bidder.

12. WARRANTY, WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS

a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the



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delivered product is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOB + BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defective materials to Seller are detected during processing of the goods at BHEL or at our sub-contractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement/ substitution of RL, refund of amount paid.

12. QUALITY REQUIREMENT

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

14. VALIDITY

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

15. RIGHT OF ACCEPTANCE

a) **BNHAT HEVY ELECTRICALS LIMITED-WARDHAR** reserves the right to reject any or all the bids/quotations. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any price charges.

b) Any discount / revised offer / bid submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Para 1). Conditional discounts shall not be considered for evaluation of tenders.

c) Discounted discounts / revised offers / bids given after Para 1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

d) In case of change in scope and / or technical specification and / or commercial terms & conditions having price implication, technically/economically acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.

e) The bidder whose bid is technically not accepted will be informed & DED wherever submitted shall be returned after finalisation of tender. DED shall be forfeited in the event of bidder opting out after tender opening.



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- ① HHEL reserves the right to short close the existing Purchase Order / Data Contract / Lease Order on any extension thereof at any stage.

14. TRANSHIP INSURANCE

- a). For dispatches on CIF or CIP basis, the Transit Insurance shall be in the name of the seller.
- b). For dispatches on CFS, FOB & FCA basis, the Transit Insurance will be secured by HHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, IS/CB/BL/ AWB Invoice value etc.) to Purchase department, HHEL, Kanpur, Haridwar (Uttarakhand -India) within 07 days of dispatch for HHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damage / losses suffered by the Purchaser.

15. PHYTOSANITARY CERTIFICATE

- a). As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b). Packaging material means any kind of material of plant origin used for packing which includes hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, etc with, other sphagnum moss etc.

16. BREACH OF CONTRACT, REVISSES AND TERMINATION

BREACH OF CONTRACT:

The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Tender within scheduled delivery/ completion period as per contract or as provided from time to time.
- ii. The Supplier/Tender fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Tender delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Tender fails to replace the defective equipment/ material/ equipment as per guarantee clause.



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v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without DHEL's written permission resulting in termination of Contract or part thereof by DHEL.

vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

viii. Any other reason(s), attributable to Vendor towards failure of performance of contract. In case of breach of contract, DHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

ix. Any of the declarations furnished by the contractor at the time of bidding and/or entering into the contract for supplies are found untruthful and such declarations were of a nature that could have resulted in award of contract to the contractor or could expose DHEL and/or Owner to adverse consequences, financial or otherwise.

x. Supplier/Vendor is restricted of any offense involving corrupt business practices, anticompetitive activities or any such offense that compromises the business ethics of DHEL, or violation of the Integrity Pact entered into with DHEL, has the potential to harm the overall business of DHEL/ Owner.

Note: Once DHEL receives that a breach of contract has occurred on the part of Supplier/Vendor, DHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to remedy the reasons causing the breach of contract within a period of 14 days.

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

REMEDIES IN CASE OF BREACH OF CONTRACT:

- 1- Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, DHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- 2- Upon termination of contract, DHEL shall be entitled to recover an amount equivalent to 100% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of attaching the security instruments like performance bank guarantee etc. available with DHEL against the said contract. In case the value of the security instruments available is less than 100% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with DHEL) or the other legal remedies shall be pursued.



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- 3- If there is the value of security instruments the performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be released.
- 4- In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- 5- If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. From dues available in the form of bills payable to defaulted Supplier/Vendor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposits available in the form of security instruments of any kind against Security deposits or EMD.
- 6- If above recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 7- It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- 8- In addition to the above, imposition of PENALTY/LD, disallowance, termination, downgrading, show cause, etc. shall be applied as per provisions of the contract.

Note

1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future supplies issued by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners or sole proprietorship firm owned by any partner(s) or a sole proprietor.

PENALTY/LD against delay in executed supply in case of Termination of Contract:

- a) Penalty/LD against delay in executed supply shall be calculated in line with "Clause V(1)", for the delay attributable to Supplier/Vendor. For limiting the maximum value of penalty/LD, contract value shall be taken as Estimated Value of supply at termination of contract.
- b) Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below:
 - i. Let the time period from scheduled date of start of supply till termination of contract including the period of Hold [T day] not attributable to contractor = T1
 - ii. Let the value of executed supply till the time of termination of contract = T
 - iii. Let the Total Executable Value of supply for which legal/claims were made available to Supplier/Vendor and were planned for execution till termination of contract = T
 - iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T1 \times (T - T) / T > T1$
 - v. Penalty/LD shall be calculated in line with penalty/LD clause (Clause V(1)) of the Contract for the delay attributable to Supplier/Vendor taking "T" as Contract Value and "T1" as period of delay attributable to Supplier/Vendor

19. FORCE MAJEURE CLAUSE

1. "Force Majeure" shall mean a circumstance which is:
 - a) beyond control of either of the parties to contract,
 - b) either of the parties could not reasonably have provided against the event before entering into the contract,
 - c) having arisen, either of the parties could not reasonably have avoided or overcome, and
 - d) is not substantially attributable to either of the parties
 And
 Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- (i) War, hostilities, invasion, act of foreign countries,
- (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war
- (iii) Riot, commotion or disorder by persons other than the contractor's personal 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.

(c) Dismantling machines of iron, explosive materials, loading, radiation or examination by radio activity, except as may be attributable to the contractor's use of such machines, explosives, radiation or radio activity;

(c) Natural catastrophes such as earthquakes, tsunami, volcanic activity, hurricanes or typhoons, flood, fire, cyclones etc.

(c) Epidemic, pandemic etc.

1. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the nonperforming party: a) any strike, workmen's action, go-down or similar labour difficulty; (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2. 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.

4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for as 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.

5. Delay or nonperformance by either party herein caused by the occurrence of any event of Force Majeure shall not:

(i) Constitute a default or breach of the Contract;

(ii) Give rise to any claim for damages or additional cost beyond amounts mentioned thereby. Tied to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

6. DHEAT, at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with contract guidelines. In any case, Supplier/Vendor cannot consider contract short-closure after 1 year of imposition of Force Majeure.

Note: * The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the nonperforming party: a) any strike, workmen's action, go-down or similar labour difficulty; (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

19. CONFIDENTIALITY

Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.



BNHAT HEAVY ELECTRICALS LIMITED

NHEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. B/17/02

For Foreign Bidders (Version Sep-2015, Rev: 05)

24. NON-DISCLOSURE AGREEMENT

The Bidders shall enter into the Non-disclosure agreement separately. Format attached.

25. CONFIDENTIALITY

The Bidder declares that they will not enter into any illegal or unethical agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary comments, submission or non-submission of bids or any other actions to restrict competition or to introduce manipulation in the bidding process. In case, the Bidder is found having indulged in above act(s), suitable action shall be taken by BHEL as per contract policies/ guidelines.

26. SETTLEMENT OF DISPUTE / ARBITRATION

SETTLEMENT OF DISPUTE

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract, termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (as he 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.

Unless the Designated Engineer has given written notice of his decision to the party and no intention to pursue the dispute has been communicated within 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 2010 as per below:

CONCILIATION

Any dispute, difference or controversy of whatever nature hereunder arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and resolved 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 2010. 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).

ARBITRATION

- 1- Except as provided elsewhere in the Contract, in case Dispute are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in above clause or otherwise) in respect of any dispute or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the dispute to Arbitral Institution i.e. Delhi International Arbitration Centre and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 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 'Act') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, DHEP, enclosing 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.
- 3- After expiry of 10 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. Delhi International Arbitration Centre and then 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 retired Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/suggested pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of the 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.
- 4- The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 5- The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Mumbai.
- 6- The Governing law of contract shall be the substantiation of India.
- 7- Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendments 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 Wardhar.
- 8- Notwithstanding any reference to the Designated Engineers 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.
- 9- 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.
- 10- 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

arbitration conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or amendments thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

12. In case, multiple arbitrations are involved (whether sub-judice or arbitrations pending) 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 Cl. No. 13 given above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

14. JURISDICTION

The Court situated at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of this Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

15. INFORMATION TO THE BIDDERS

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available to our vendors <https://heepb2b.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Inform your change in mail address or communication address or changes, if any, by email to ACP/ JCD/JDC at heep@heepb2b.com giving your bidder Code.
- c) Please resolve your quotations and associated purchase orders immediately with those posted at our B2B Portal, which can be visited through our site <https://heepb2b.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / Email as by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) **Unit of measurement for dimensions and weight used in the bill submitted by the tenderer must exactly match the units stated in the tender enquiry. Any discrepancy, between these units is not acceptable.**
- g) 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, negotiations, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competition or to introduce collusion in the bidding process. In case, the

bidder is found having indulged in such activities, suitable action shall be taken by NHPP as per contract policies/ guidelines.

- h) Supplier must upload digitally signed e-tender on B2B portal (<https://tender.dhat.com/>) for processing of Bids. In other cases, inked signed hard copy of tenders to be submitted for processing of Bids.

24. RESTRICTIONS UNDER RULE 144(X) OF THE GENERAL FINANCIAL RULES (GFR), 2017

All provisions of Order No. F.No. 7/10/2021-PTO(C) dated 21/1/2022 of Department of Expenditure (DoE) shall be applicable for this tender enquiry. (Order copy is available at <https://tax.gov.in/publications/gfr-2017>).

Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects), only if the bidder is registered with the Competent Authority, specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as defined in II.16.12 of the said order.

Registration with the competent authority as stipulated in the said order shall be responsibility of the bidder.

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

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

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

25. NOTE

- Special conditions of enquiry, if enclosed by NHPP, will supersede the respective standard / general contract enquiry.
- Any other Standard terms and Conditions of the bidder attached, / referred against the tender enquiry will be treated as null and void ab initio.
- In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, NHPP would be constrained to accordingly cancel / hold / modify the order at any stage of execution.

- d) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other malpractices or formation of cartel or so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.
- e) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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.
- f) BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract in any BHEL projects / Units.
- g) The efforts of the bidders who are under suspension and also the efforts of the bidders, who engage the services of the sanctioned firms / principals / agents, shall be reported. The list of sanctioned firms is available on BHEL website www.bhel.com.
- h) BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor agency or former any of its employees as detailed below:
 1. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 2. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injuries, accidents caused during the manufacturing / erection and work incidental thereto at BHEL factories/ offices and premises thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, moving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
- i. Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh). Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 77 of the Employees Compensation Act, 1915.
- j) The bidder must comply with applicable laws, rules and regulations throughout the term of the contract for conducting business and fulfilling obligations under this contract.

**BNHAT HEAVY ELECTRICALS LIMITED**

BHEL-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. B/2012/02

For Foreign Bidders (Version Sep-2012, Rev: 05)

Annexure-1

ONE SIGNED

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "Agreement") entered into on this ____ day of June, 2012, (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, Newer", Lin Post, New Delhi - 110 046, 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 presenting its undiluted 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 use, directly or indirectly, for any purpose other than the performance of this Agreement.

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

1. **PURPOSE:** Purpose as so 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.



DHARAT HEAVY ELECTRICALS LIMITED

NEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. DP/2020/2

For Foreign Bidders (Version Sep-2023, Rev: 05)

(A) (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secrets, techniques, strategy, know-how, 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, and 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, literature, or any other information which the Disclosing Party provides in the Receiving Party contract 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 thereof.

(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.

(iii) Confidential Information shall not include any information which the Receiving Party can demonstrate in the Disclosing Party.

(iv) It is not, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public.

(v) It is known by the Receiving Party at the time of receiving such information as disclosed by its records.

(vi) It is disclosed independently developed by the Receiving Party independent of any disclosure by the Disclosing Party or

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

(viii) 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 as disclosed be used only for the purposes for which the order was issued.

3. Disclosure

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

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

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

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

(d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require its 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 employ or re-employ any such Confidential Information.

(h) not to use the Confidential Information for any purpose other than the Transaction.



DHARAT HEAVY ELECTRICALS LIMITED

HEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. HEP/2020

For Foreign Bidders (Version Sep-2023, Rev: 05)

- (2) not use the information for any scientific research or any other research;
- (3) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or
 - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Where applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended.
- (4) This agreement is not intended to, and does not, obligate 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 or other data protection agreement.

6. Restrictions on Use

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



DHARAT HEAVY ELECTRICALS LIMITED

NEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. DP/ (S0702)

For Foreign Bidders (Version Sep-2015, Rev: 05)

(d) (i) Confidential Information shall be promptly returned to the Disclosing Party when 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 as an "as is" basis only and without any warranty 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 as obligating 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 10 days to the Receiving Party. However, the Receiving Party will go on to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party declares 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 Discloser acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Receiving 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 attorney's 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, computer 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) together with 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



DHARAT HEAVY ELECTRICALS LIMITED

HEEP-WARDHAAL, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. DP/ (2020)

For Foreign Bidders (Version Sep-2023, Rev: 05)

agreement, in which case the party, or breach shall also be liable towards the Discloser under the law and this Agreement or (iv) at such time as the recipient Discloser may as requests 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 underlying Confidential Information (or the reasonably non-reversible data source of computerized data) and, upon request, verify its erasing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

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

14. Survival

The provisions of Clause 2, 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 also 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 as 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 amendments 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, publish 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.



DHARAT HEAVY ELECTRICALS LIMITED

NEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. DP/20702

For Foreign Bidders (Version Sep-2015, Rev: 05)

17. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, re-written or interpreted to include as much of its nature and scope as will render it enforceable. If a court is so modified, re-written, 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 then indicated above (or such other addresses 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 Discloser, 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 assigns.

(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, contracts, approvals or other communications (a "Notice") to be given hereunder shall be in writing and shall be transmitted by first class registered or certified delivery mail to the person at the address specified herein below, or by electronic 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 electronic facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice To:

Phone: _____

E-mail: _____

**BNARAT HEAVY ELECTRICALS LIMITED**

BHEL-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. B/17
(B070C)

For Foreign Bidders (Version Sep-2015, Rev-05)

ABC, then to:

Office: _____

(Designation): _____

Phone: _____

Fax: _____

E-mail: _____

19. Counterparts, Tripled 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.

BY VITURUS VARESECH, 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: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

**DHARAT HEAVY ELECTRICALS LIMITED**

HEEP WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. JY
(2023)

For Foreign Bidders (Version Sep-2023, Rev: 05)

Annexure-2**BOTH SORD****NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into as of _____ on this _____ day of _____ ("Effective Date") by and between:

M/s. ABE, a company incorporated under the Laws of Companies Act 1956 and having their registered office at _____, New Delhi - _____ (the "Discloser" or "ABC"), which expression shall, unless negated by the context or meaning thereof, be deemed to mean and include its successor in interest, designees, and permitted assigns;

AND

M/S XYZ, _____ a company incorporated under the laws of _____ and having its principal place of business _____ and registered office at _____ represented by its _____ (the "Recipient" or "DEF"), which expression shall, unless negated by the context or meaning thereof, be deemed to mean and include its successor in interest, designees, and permitted assigns;

Where appropriate, the Discloser, the Recipient shall individually / mutually be referred to as "Party", and both together as Parties "ABE/XYZ".

(A) In connection with _____ (describe transaction/operation) or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis.

(B) The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality.

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means the information as well as any data or information that is proprietary of the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, reports, data, know-how, market research, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and a firm and companies (i) products for products or services and customer or supplier lists. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the respective Discloser and that the Discloser regards all of its Confidential Information as secrets.

(b) Notwithstanding anything to the contrary, Confidential Information shall not include information which (i) was known to the Recipient without duty of confidentiality prior to receiving the Confidential Information from the respective Discloser; (ii) became rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation to the respective Discloser to maintain confidentiality; (iii) is or becomes publicly available through no



DHARAT HEAVY ELECTRICALS LIMITED

HEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. HEP/2023

For Foreign Bidders (Version Sep-2023, Rev: 05)

Such a failure to act by the Recipient in breach of this Agreement (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, but only to the extent of any such disclosure, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by the Recipient without violation of the terms of this Agreement or reliance or access to any Confidential Information.

1. Disclosure of Confidential Information

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

- (a) treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) hold the Confidential Information in strict confidence and to take all necessary precautions to prevent 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 in this Agreement and require its 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 either as a result of a breach of this Agreement or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or
 - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended.
- (k) This agreement is not intended to, and does not, obligate 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



DHARAT HEAVY ELECTRICALS LIMITED

NEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. DP/ (S0702)

For Foreign Bidders (Version Sep-2015, Rev: 05)

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 or other data protection agreement.

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information solely for the Transaction and not for any purpose other than as authorized by this Agreement without the prior express written consent of an authorized representative of parties. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Nothing contained herein is intended to modify the parties' existing agreement of the Transaction. 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.

4. Term

This Agreement will terminate (i) 2 (Two) years after its effective date or (ii) upon effectiveness of a Transaction related agreement provided that such agreement contains confidentiality/non-disclosure provisions which are more onerous.

Notwithstanding the foregoing, the Recipient's and Discloser's duty to hold in confidence Confidential Information that was disclosed during such term as above.

5. Remedies

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. The affected Discloser shall be entitled to recover all its damages and costs.

6. 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, computer or derivative information deriving there from and all other documents or materials ("Items") 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, hard or on 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 (a) the termination of this Agreement, or (ii) any breach of this agreement, in which case the party in breach shall also be liable towards the Discloser under the law and this Agreement or (iii) 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 underlying Confidential Information (as the reasonably non-reversible data means of computerized data) and, upon request, verify in writing such destruction by an authorized officer of the Recipient supervising the destruction.

7. Notice of Breach

Recipient shall notify the Discloser 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.

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to herein.

9. Applicable Law and Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute or difference arising out of or in relation to this Agreement, which cannot be resolved through negotiation, could be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 (as being in force), by appointing sole arbitrator with mutual consent. The seat of arbitration shall be New Delhi. The language of the arbitral proceedings shall be English.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by appointing sole arbitrator with mutual consent. The parties shall choose a retired Judge of High court of Delhi from the panel list of Delhi International Arbitration Center, High Court of Delhi with mutual consent within 30 days from the date of failure of amicable. The fee of the arbitrator shall be shared by both the parties. The parties however shall bear the cost of arbitration in even.

This IDA shall be governed, interpreted and integrated in accordance with the laws of India. Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this IDA.

10. 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.

**DHARAT HEAVY ELECTRICALS LIMITED**

HEEP-WARDHAR, UTTARAKHAND (249403) INDIA

General Instructions and Standard Terms & Conditions for Bidding against Tender No. HEP/2020

For Foreign Bidders (Version Sep-2023, Rev: 05)

(A) Any failure by a Discloser to enforce the Bidsignee'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.

(I) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purposes of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction (arbitral tribunal) to be unenforceable, such provision will be modified, re-written or interpreted to include as much of its nature and scope as will render it enforceable. If a clause is 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.

(J) Any notice 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 addresses 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.

(K) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Discloser, 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 and permitted assigns, and designees.

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

For Bidsignee: _____

NAME, _____ designation (_____) AND

For Discloser: _____

NAME, _____ designation (_____) AND

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witness 1: _____

Witness 2: _____

Annexure-2

Declaration for treatment of cases regarding conflict of interest

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

- If its personnel have a close personal, financial, or business relationship with any personnel of HEEL, who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of HEEL directly or indirectly;
- The bidder (or his affiliated firm) provided services for the said assessment/ procurement planning of the Tender process in which it is participating;
- Procurement of goods directly from the manufacturer/supplier shall be preferred. However, if the OEM/Principal needs an 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 would not act behalf of the manufacturer/ supplier or the manufacturer/ supplier would 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 disbar 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;
- 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 subcontractor in another bid or contracts) 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 subcontractor 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 action to restrict competitiveness or to interfere with participation 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 HEEL as per contract policies/ guidelines.

(Signature of the authorized signatory of the Bidder)

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BHARAT HEAVY ELECTRICALS LIMITED

HREP-WARD BHAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for Bidding against Tender Enquiry
(BETEC)

For Tenders Bidders (Version Sep-2025, Rev: 18)

1. GENERAL

These general terms & conditions shall apply to all Tender Enquiries, Bids, Inviting Tenders, Request for Quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd, HREP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order, these conditions will become part of Purchase Order (P.O.) and unless the deviances are specifically agreed by BHEL.

2. AVOIDANCE OF CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-5 regarding 'Conflict of interest' is required to be submitted by bidders along with the tender, which should be signed by the authorized signatory of the bidder.

3. SUBMISSION OF TENDER

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and to invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropper in the Tender Box addressed as follows:

Quotation against Enquiry No. _____
To: _____
Due on: _____

To,

THE HEAD OF MATERIALS MANAGEMENT
Heavy Electrical Equipment Plant
Bharat Heavy Electricals Limited
HARIDWAR 249402 (Uttarakhand), INDIA

Bid/Quotation can also be submitted through email communication at email address: tenders@bhel.com.

All vendors submitting their bids through e-mail are advised to have following clear subject line:-

1. Tender Enquiry Reference No. _____



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-R&D BPAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for Bidding against Tender Enquiry (BQ702)

For Indian Bidders (Version Sep-2025, Rev: 18)

2. Bid Opening Date (Part 2, Technical/Commercial), _____

Vendor to submit their bids as attachments (pdf format) with password protection and share the password through mail (scndev@bhel.in) after 1.45 pm (IST) on the day of bid opening. However, if no password is received up to 4.00 pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event. The total size of the mail (including both attachments) must not exceed 25 MB.

- a) TENDER BQ002 is located at: Bhopal - 415, 4th Floor, Main Admin. Building, BHEL-BHEL, Bhopal.
- c) In case of Three / Two Part Bid, technical bid is to be kept sealed and signed and unopened copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part 1 or Part 2 or Part 3 as the case may be to be put in a bigger envelope. Please note that unopened bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be present before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized email is also acceptable. However, in case submission of tender by tender box shall be the responsibility of the bidder, even through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) The bids of the bidders who are on the debarred list and also the bids of the bidders, who engage the services of the debarred firms, shall be rejected. The list of firms debarred by BHEL is available on BHEL web site www.bhel.com. 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 i.e. bid shall be liable for rejection.
- f) Being BQ2 vendor, if you are not quoting against this tender enquiry, please send your regret letter publicly for our reference with valid reasons for not participating in the tender enquiry. Requested lack of responses on the part of bidder may lead to deletion of such BQ2 vendor from BHEL's approved vendor list.
- g) The bidders will submit Enquiry Part, duly signed by their authorized signatories, along with their bids wherever applicable as per tender terms.
- h) In case of open tender, technically qualified unregistered bidders may apply online for registration through <https://www.bhel.com/bidderregistration>.
- i) BHEL reserves the right to award tenders/ quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL may also consider awarding a part of the tendered quantity to other than L1 bidder as L1 vendor offered rates, if the quantity offered by the L1 bidder is less than the quantity tendered for.
- j) In case of e-Tendering (Online bidding through e-procure), all the bid submitted in hard copy or in any other form by the bidder shall not be accepted. Only e-procure bid shall be accepted. Also, the technical bids and/or the financial bids of different bidders received from the same IP address shall be marginally rejected and shall not be considered for further evaluation.



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-R&D B'PAR, UTTARAKHAND (244002)

General Instructions and Standard Terms & Conditions for issuing against Tender enquiry (B0702)

For Indian Bidders (Version Sep-2025, Rev: 18)

b) The contractor shall be payable on the security deposit or any other money due to the supplier.

4. TENDER OPENING

Tender opening is scheduled to start in the Tender Room at 1:00 PM on the due date. Therefore, Bids/questions must reach the office/tender Box/box by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR SUBMISSION WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

5. SPECIFICATION, DRAWINGS & STANDARD

- Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogues against the tender enquiry.
- The Bid should be accompanied with relevant copies of catalogue, drawings or specification as per tender enquiry. If these documents are reformulated, the offer is liable to be rejected.
- If/wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard/revision that shall be followed for the supply.
- All Drawings and Standards are proprietary of BHEL. It must not be used in any way detrimental to the interest of BHEL, or without permission of BHEL.

6. PRICE SCHEDULE

- Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- Prices quoted should not be more than the prices quoted in any other BHEL order / offer / agreement. Tender to submit only of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid.
- Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids.
- In case BHEL accepts the EX-Works price, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- Applicable GST / CGST / SGST and any other statutory fee should be indicated separately and clearly in the bid / quotation.
- If it is not otherwise specified by BHEL, bidders can dispatch goods through any Indian Bank Association approved transporter.
- Any demurrage/godown rent payable to the transporter or godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- Currency of Evaluation shall be INR.



EMERALD HEAVY ELECTRICALS LIMITED

HEEP-WARDHAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for Bidding against Tender Inquiry
(BID702)

For Indian Bidders (Version Sep-2025, Rev: 18)

Note: Technical evaluation of L1, L2 ... Section will be on the basis of landed cost to EHML.

7. REVERSE AUCTION

Wherever Reverse Auction (RA) is declared in the special terms and conditions of tender enquiry, the following shall be applicable and Bidders to confirm their acceptance for the same:

EHML shall resort to Reverse Auction (RA) for this tender (RA Guidelines are available at [www.ehml.com](#)).

Price bids of all eligible technocommercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, the bidder's sealed envelope price bid along with the applicable landing, if any, shall be considered for ranking.

8. DELIVERY TERMS

- a) Goods shall be delivered on 'FOS Destination' basis to the named destination unless otherwise noted in the tender enquiry.
- b) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

9. PENALTY, LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY

a) If items have of Purchase Order are independently available

Penalty/ Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies including taxes and duties.

b) If items the total items are required for a main equipment and items are interdependent

Penalty/Liquidated Damages (LD) for Late Deliveries shall be applicable @1.0% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before Penalty/LD) including taxes and duties.

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. EHML reserves the right to reject the offers not meeting EHML's delivery requirements.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) **Delivery in Case of Rejection:** In case the material is rejected, date of rejection will be considered as the actual date of delivery.



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WARD 2/FAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for Bidding against Tender Inquiry (BIDTIC)

For Indian Bidders (Version Sep-2025, Rev: 18)

- g) **Delivery Against Bank Documents:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being 'FOB Waridwar / FOB Transporter Godown' then date of delivery will be date of submission by transporter / bidder of delivery of material at Waridwar for the LD purpose.
- g1) Where the payments are through bank, the documents may be presented for negotiation to EHEL, exclusively nominated bank.
- g2) EHEL will bear maximum penalty under LD clause, in the event the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders.
- g3) Payment of Penalty / Liquidated Damages (LD) shall under any way relieve the vendor from any of its obligations & liabilities under the contract.
- h) **Penalty / Liquidated Damages**, whenever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Penalty / Liquidated Damages payable upon the supplier is a sum which is agreed by the parties as a reasonable and genuine provision of damages which will be suffered by EHEL on account of delay/breach on the part of the supplier. Grant of any provisional time extension shall by no means be considered as waiver of EHEL rights under the contract or law.

16. PAYMENT TERMS

- a) EHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, EHEL-clients or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) EHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than EHEL's standard payment terms.
- c) Loading on account of variation in payment terms shall be done as per contract rules of EHEL Waridwar.
- d) Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on EHEL SOVERA portal at <https://soverabidline/heep/india/>, prior to dispatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that an invoice 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 documents in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs Five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside EHEL in absence of the above.
- e) 500% payment along with taxes, freight & insurance shall be made within 90 / 60 / 45 days (as applicable) from material entry date subject to submission of non-discrepancy documents by vendor.

**DHARAT HEAVY ELECTRICALS LIMITED**

DHEL-RAJ DIFAR, UTTARAKHAND (249402)

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and acceptance of material by DHEL as per terms and conditions of Purchase Order. In case of any objection in documents/ acceptance of material, the same shall be informed to vendor within 15 days of delivery of the material. In such a case, the payment shall be made to the vendor within 90/ 60/ 45 days (as applicable) of the day such objection is removed by the vendor.

- h) For MCDs covered under MSME Act, wherever such status claimed by vendor and accepted by DHEL, the payment shall be made within 45 days for Micro and Small category and 60 days for Medium category from material entry date or as prescribed in the relevant act. Other conditions such submission of dispatch documents and acceptance of material shall remain the same as elaborated above in 2.3a.1)(d).
- i) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Fulfills its obligation of Input Tax Credit by DHEL.
- j) In case GST credit is delayed / denied to DHEL, due to non / delayed receipt of goods and / or tax invoice or supply of the invoice generated in GST Law for availing such ITC, or any other reason non attributable to DHEL, GST amount shall be recoverable from Vendor along with interest period / leviable on DHEL.
- k) The taxes and duties that are reimbursed could be the ones applicable as on the commercial Purchase order delivery date or the amount actually paid whichever is less.

2. The loading criteria for the different payment terms shall be as under:

Payment Terms	Days of Loading
From material entry date within 90 / 60 / 45 (as applicable) days of supply.	No Loading
Against documents through bank (LCB)	45 days - For Micro & Small category; 75 days - For Medium Category; 105 days - For Normal Category
Letter of Credit (LC)	120 days
Usance LC	No Loading if usance period is < 120 Days. Loading of days difference i.e. difference between 120 days and usance period if the usance period is > 120 days

*Loading for any deviation in the payment terms i.e. BIF terms shall be done as follows:

Days rate > 4% shall be considered for loading for the period of relaxation sought by Bidders.

11. TAXES/CHARGES

- a) The Supplier/Vendor shall pay all (save the specific exclusions as mentioned in this clause) taxes, fees, interest, charges, deposits, duties, costs, royalty, commissions, order charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of its operations in executing the contract. In case EH&L is forced to pay any of such taxes/duties, EH&L shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable interests (if any) and interest on the total value (i.e. amount paid by EH&L + overhead). However, provisions regarding GST on output supply (goods/service) and TDS/TIC as per Income Tax Act shall be as per following clauses.

b) GST (Goods and Services Tax)

1. GST as applicable on output supply (goods/service) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. EH&L shall have the right to delay payment of GST and to recover any loss to EH&L on account of tax, interest, penalty etc. for non-compliance of any of the following conditions.
2. The admissibility of GST, rates and dates referred in this chapter or elsewhere in the contract shall be limited to direct transactions between EH&L & its Supplier/Vendor. EH&L shall not consider GST on any transaction other than the direct transaction between EH&L & its Supplier/Vendor.
3. Supplier/Vendor shall obtain prior written consent of EH&L 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, EH&L shall have the right to adopt the appropriate one considering the amount of refunding to EH&L, (if any) as well as procedural simplicity with regard to assessment of the liability. The option chosen by EH&L shall be binding on the Contractor for discharging the obligation of EH&L in respect of the tax liability to the Supplier/Vendor.
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.
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.
6. Supplier/Vendor has to submit GST compliance invoice within the due date of invoice as per GST Law. In case of delay, EH&L reserves the right to delay of GST payment if there occurs any hindrance to EH&L in claiming the input credit. In case of goods, Supplier/Vendor has to provide scan copy of invoice/CR/LR/GR to EH&L before movement of goods starts so that EH&L is aware of GST related compliances. Special care should be taken in case of receipt and transactions.
7. Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

4. Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor:
 - a) Supply of goods and/or services have been received by EMEL.
 - b) Original Tax Invoice has been submitted to EMEL.
 - 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) Requested invoice has appeared in EMEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-3B of the month in which such invoice has been reported by the contractor along with status of ITC availability as 'YES' in GSTR-3B. Alternatively, BC 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 GSTR portal or sufficient security is available to offset the financial impact in case of any default by the Supplier/Vendor.
 - g) Supplier/Vendor has to undertake undertaking conforming the payment of all due GST in respect of invoices pertaining to EMEL.
9. Any financial loss arising to EMEL on account of failure or delay in submission of any documents as per contract/purchase order/work order at the time of submission of Tax Invoice to EMEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
10. Till as applicable under GST law shall be deducted from Supplier/Vendor's bill.
11. Supplier/Vendor shall comply with the provisions of every bill whenever applicable. Further whenever provisions of GST Act permit, all e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
12. Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and EMEL will not undertake any claim of GST/credits/inputs 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.
13. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/added/deleted on GSTR portal which results in any adverse financial implication on EMEL, the financial impact (net including interest/penalty) shall be recovered from the Supplier/Vendor's payment.
14. Any denial of input credit to EMEL or loss of any tax liability on EMEL 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.
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 EMEL, EMEL's decision shall be final and binding on the Supplier/Vendor.



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-R&D BPAR, UTTARAKHAND (249403)

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14. Variation in Taxes & Duties

Any upward variation in CGT 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 CGT 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 request on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such input after opening the price bid will not be considered by BHEL for reimbursement of tax or transaction of offer.

e) INCOME TAX

TDS/CGT as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

4) DEFECTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE.

Whenever the material being offered is rejected, the bidder must quote the price inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

a) In case of directly dispatchable items to Customer's Site, BHEL-Noida will inform the CGT registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Noida before dispatch of any material. However, while filing GSTR-1, BHEL-Noida's GSTR number to be quoted.

Note : Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST regime. Any tax to BHEL-Noida due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantee of the requisite value in the domestic currency of the purchase order should be from one of the Indian branches of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website: <https://www.bhel.com>. However, in case the bank guarantee is not from BHEL consortium banks, then the



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-R&D BHEL, UTTARAKHAND (249402)

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Bidder has to get the bank guarantee confirmed from one of the Indian branches of BHEL sanctioned bank and the bank charges for such confirmation will be borne by the bidder.

12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivered product is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOB + BHEL Terms / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defects attributable to Seller are discussed during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected as receipt. The rejected material shall be sent back only after receipt of replacement/submission of SC/ refund of amount paid.

14. QUALITY REQUIREMENT

- a) The vendor's bid / quotation should have specific confirmation regarding meeting all our quality requirements such as (i) Test Certificate (TC) (ii) QC Guarantee Certificate (GC) / Warranty Certificate (WC) (iii) Quality Plan (QP) (if applicable) and (iv) Pre-Dispatch Inspection at vendor's works (if applicable).
- b) For Indian suppliers, the 3rd party inspection charges are paid by BHEL. Hence, in all instances, where bids have been received from both Indian and Foreign bidders, the offers of Indian bidders shall be loaded by 0.25% to work out the comparative value of the prices.

15. VALIDITY

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tenders, unless otherwise specified in the tender enquiry.



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-WARD BHAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for Bidding against Tender Inquiry (BIDTIC)

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14. RIGHT OF ACCEPTANCE

- a) BHARAT HEAVY ELECTRICALS LIMITED (BHEL) reserves the right to reject any or all the bids/ quotations. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any price change.
- b) Any discounts / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received over or before the due date and time of offer / bid submission (Para 1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unselected discounts / revised offers / bids given after Para 1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in design and / or technical specification and / or commercial terms & conditions having price implications, tender commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder fails to submit revised price bid instead of impact asked for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & BMD whenever submitted shall be returned after finalization of contract. BMD shall be forfeited in the event of bidder signing not after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Sale Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE

- a) In case of Ex-Works dispatch by seller, Transit Insurance will be covered by BHEL under its own Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, PO, CR, Invoice value etc.) to Purchase Department, BHEL, Roorkee, Haridwar (Uttarakhand/India) within 7 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages/ losses suffered by the Purchase.
- b) In case of FOB Destination dispatch by seller, Transit Insurance shall be arranged by seller.

18. BREACH OF CONTRACT, REMEDIES AND TERMINATION

BREACH OF CONTRACT:

The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Tender within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Tender fails to perform as per the work/ schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplier shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The supplier/Tender delivers equipment/ material not of the contracted quality.

iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

viii. Any other material attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

ix. Any of the Declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in procurement of contract to the contractor or could expose BHEL and/ or Govt to adverse consequences, financial or otherwise.

x. Supplier/Vendor is convicted of any offence involving corrupt business practices, anticompetitive activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL, has the potential to harm the overall business of BHEL/ Govt.

Remedy: Once BHEL concludes that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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

REMEDIES IN CASE OF BREACH OF CONTRACT:

1- Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

2- Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages or account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of attaching the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

- 1- Therefor the value of security instruments the performance bank guarantee available with EHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be retained.
- 4- In case the amount reserved under sub clause (a) above is not sufficient to fulfil the amount recoverable from a demand notice to deposit the balance amount within 10 days shall be issued to Supplier/Vendor.
- 5- If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. From dues available in the form of bills payable to defaulted Supplier/Vendor against the same contract
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money/(s) payable to Supplier/Vendor under any contract with other Units of EHEL including recovery from security deposits or any other deposits available in the form of security instruments of any kind against Security deposits or EMD.
- 6- In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 7- It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that EHEL would incur in completion of balance contractual obligation of the contract through any other agency and EHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- 8- In addition to the above, imposition of liquidated damages, default, termination, stoppage, etc., shall be applied as per provisions of the contract.

Note:

1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by EHEL to complete the balance work. The defaulting contractor shall mean and include:
 - a. In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners, or sole proprietorship firm owned by any partner(s) as a sole proprietor.

Penalty/LD against delay in executed supply in case of Termination of Contract:

Penalty/LD against delay in material supply shall be calculated in line with Clause No. 8(i), for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Maximum Value of supply till termination of contract.

Method for calculation of Penalty/LD against delay in material supply in case of termination of contract is given below: LD

- Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- Let the value of material supply till the time of termination of contract = T2
- Let the Total Estimated Value of supply for which inputs/forms were made available to Supplier/Vendor and were planned for execution till termination of contract = T
- Delay in material supply attributable to Supplier/Vendor is: $T2 \div (T/T1) \times T1$
- Penalty/LD shall be calculated in line with LD clause (Clause 8(i)) of the Contract for the delay attributable to Supplier/Vendor taking "T" as Contract Value and "T1" as period of delay attributable to Supplier/Vendor.

19. FORCE MAJEURE CLAUSE

- "Force Majeure" shall mean circumstances which is:
 - beyond control of either of the parties to contract,
 - either of the parties could not reasonably have provided against the event before entering into the contract,
 - having arisen, either of the parties could not reasonably have avoided or overcome, and
 - is not substantially attributable to either of the parties.

And

Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- War, hostilities, invasion, act of foreign enemies
- Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war
- Barricade, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and subcontractors
- Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and subcontractors
- Encountering munitions of war, explosive materials, ionizing radiation or contact with radioactive, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio activity
- Natural catastrophes such as earthquakes, tsunami, volcanic activity, hurricane or cyclone, flood, fire, epidemic etc.
- Epidemic, pandemic etc.

- The following events are explicitly excluded from Force Majeure and are solely the responsibility of the counterparty: a) any strike, work stoppage, strike, picket or similar labour difficulty; b) late delivery of equipment or material (unless caused by Force Majeure event); and c) economic hardship.
- If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- The party who has given such notice shall be released from the performance or partial performance of its obligations under the Contract for as long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- Delay or non-performance by either party herein caused by the occurrence of any event of Force Majeure shall not:
 - Constitute a default or breach of the Contract
 - Give rise to any claim for damages or additional cost expenses occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- HEEP, at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with current guidelines. In any case, Supplier/Vendor cannot consider default short closure after 1 year of imposition of Force Majeure.

10. CONFIDENTIALITY

Each party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.

11. NON-DISCLOSURE AGREEMENT

The bidders shall enter into the Non-disclosure agreement separately. Form is attached.

12. CARTEL FORMATION

The Bidder declares that they will not enter into any illegal or anticompetitive agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, advertisement or non-advertisement of bids or any other actions to restrict

competition or in subsequent negotiation in the bidding process. In case, the Bidder is found being indulged in abuse and / or in, suitable action shall be taken by EHEL as per contract/guidelines / guidelines.

12. SETTLEMENT OF DISPUTE/ ARBITRATION

Settlement of Dispute:

If any dispute or difference of any kind whatsoever shall arise between EHEL and the Supplier/Tender, 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 (or be nominated by EHEL for settlement of disputes arising out of the contract) who within 45 days after being requested shall give written notice of his decision to the concerned. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Tender who shall proceed with the work with all due diligence, whether he or EHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of his decision to the party and no intimation to quash 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 disputes issues shall be resolved through resolution in terms of the EHEL, Conciliation Scheme 2016 as per below:

CONCILIATION

Any dispute, difference or controversy of whatever nature whatsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and as modified 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 EHEL Conciliation Scheme 2016. The proceedings of Conciliation shall firstly 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)

ARBITRATION

1- Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation or by mediation) to be conducted as provided in above clause or otherwise (or) in respect of any dispute or difference arising out of the formation, breach, termination, validity or extension of the Contract or the respective rights and liabilities of the Parties or, in relation to interpretation of any provision of the Contract or, in any manner touching upon the Contract (hereinafter referred to as the "Dispute"), then, either Party may, refer the dispute to Arbitral Institution i.e. Delhi International Arbitration Centre and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

- 1- A party willing to commence arbitration proceedings 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 "Act") before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, HEEP, enclosing 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.
- 2- After expiry of 10 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. Delhi International Arbitration Centre 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 retired judge having considerable experience in commercial matters to be appointed/nominated by the respective Institution. The case/documents 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 resolution of dispute to a specific Arbitral Institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 3- The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 4- The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Mumbai.
- 5- The Governing law of contract shall be the constitution of India.
- 7- Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendments 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 Mumbai.
- 8- Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration forum, 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.
- 9- 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.
- 10- 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 amendments thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 11- In case, multiple arbitrations are involved (whether sub-judice or arbitrated or 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 Sl. No. 10 above. Disputes having cumulative value of less than 10



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WARDHAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for Bidding against Tender Inquiry
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issues shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

12. In case of Contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Public Sector undertakings and also between CPSEs and Government Departments, Organizations (including disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through ADRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 06/5003/2019-FTS-18027 dated 14-12-2019 as amended from time to time.

24. JURISDICTION

The Court situated at Panipat shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

25. DEMURRAGE RESPONSIBILITY

In the event of delay in receipt of documents by Manager (Stores Shipping) EHEL-Maritime and in case where dispatches are made through Unapproved Transportor the sole responsibility for demurrage for such delay shall be that of supplier.

26. CONDITIONS FOR ATAILING MICRO & SMALL ENTERPRISES (MSE) BENEFITS

MSE Suppliers can avail the intended benefit only if they submit valid "Udyam Registration certificate" with the offer.

1. Performance credentials of all MSE suppliers will be verified before availing the intended benefit.
2. MSE bidders claiming Q/ST status will have to submit Q/ST certificate of the Registrar from competent authority. Attested (notarized or attested by Chartered office) copy to be submitted along with the offer.
3. In case where commercial accepted bidders include MSE sources and their price (based on landed cost*) (excluding quoted prices) are within the price band of 15% over L-1 bidder, then EHEL can offer 25% of quantity of respective items (rounded off to nearest number) to MSE bidders at L-1 price and in case more than one MSE bidder is in IS-16 band and the same is accepted by more than one MSE bidders then 25% quantities of respective items will be considered for ordering in proportionate lots amongst MSE bidders.

6. There will be minimum of 2% reservation for women owned MSEs within the above mentioned 25% reservation.
7. The reservation for MSEs owned by SC/ST will be 2.5% (2.5% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises (PMSE)).
8. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Women.
 - b) In case of partnership MSE, the Women partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
9. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
10. While allocating the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders (ignoring the quantities in decimal), shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level then preference for additional quantities due to ignoring of the decimal (as mentioned above), shall be given to the bidder offering favorable terms to EHEL and if the conditions offered are also same then preference will be given to the bidder having high CR rating.
11. In case there are more than one MSE bidders (with different landed cost to EHEL) within 15% price band of lowest bidder and quantity to be offered is 1 lot only, then preference shall be given to the MSE bidder with lowest landed cost.
12. In case there are more than one MSE bidders (with same landed cost to EHEL) within 15% price band of lowest bidder and quantity to be offered is 1 lot only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high CR rating shall be given preference.
13. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
14. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bidding Opening Note-1) shall prevail.
15. As per the OM No. F.No. 1(1)/2018-M&S dated 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), Traders and agents should not be allowed to avail the benefits extended under the PF Policy. In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Trader fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the BIL No MSE benefits shall be provided to Agents / Distributors / Dealers / Traders etc. for the items offered but not manufactured by themselves.

27. INFORMATION TO THE BIDDERS

- a) Purchase related information is available on our Business-to-Business (B2B) Portal available on our website <https://heer.b2b.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-BIDDING FOR: UTTARAKHAND (144433)

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- (v) Inform us your change in email address or communication address or changes, if any, by email to ICB@bhel.com or https://bhel.com giving your Bidder Code.
- (vi) Unit of measurement for dimensions and weight used in the bid submitted by the tenderer must exactly match the units stated in the tender enquiry. Any discrepancy between these units is not acceptable.
- (vii) Please receive your quotations and successful awarded purchase order immediately will share posted across B2B Portal, which can be visited through our site <https://bhel.com>.
- (viii) The Bidder declares that they will not enter into any (legal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, non-specifications, outside any contracts, submission or non-submission of bids or any other actions to restrict competitive bids or to interfere with the bidding process. In case, the bidder is found having indulged in such activities, outside action shall be taken by BHEL as per contract policies/ guidelines.
- (ix) Supplier must upload digitally signed e-tenders on B2B portal for processing of Bids. In other cases, bid signed hard copy of tenders to be submitted for processing of Bids at https://bhel.com.

10. MAKE IN INDIA (GOVT NOTIFICATION)

- a. For this procurement, the local content to categorize a supplier as Class-I local supplier / Class-II local supplier, National supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preferential to Make in India), Order 2017 dated 29.07.2014 issued by MoIT. In case of subsequent orders issued by the central ministry, changing the definition of local content for the items of the MII, the same shall be applicable even if issued after issue of this MII, but before signing of Purchase order with MoIT.
- b. Bidders shall specifically confirm if they are Class-I local supplier or Class-II local supplier or neither per the above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certification that the offered item meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the item(s) at which the local value addition is made.
- c. In case of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (a request of suppliers other than companies) indicating the percentage of Local Content.
- d. For contracts value less than Rs 10 crore, local content (in case of self-certification submitted by bidders at the time of tendering) will be verified/checked during execution of contract by Cost/Chartered Accountant, and in case of default, penalty upto 10% of the contract value shall be imposed.

11. RESTRICTIONS UNDER RULE 144(3) OF THE GENERAL FINANCIAL RULES (GFR), 2017

All provisions of Order No. F.No.7/10/2021-990(CO) dated 23/1/2022 of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://www.gov.in/sites/default/files/govt%20of%20india%20documents/2022/01/20220123110221990CO.pdf>).



BHARAT HEAVY ELECTRICALS LIMITED

BHEL-R&D B'PAR, UTTARAKHAND (249402)

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Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in any procurement, whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as defined at 3.1.1.1 of the said order.

Registration with the competent authority as stipulated in the said order shall be responsibility of the bidder.

Bidder has to submit a certificate and form following along with the offer:

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

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

18. NOTE

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender inquiry will be treated as null and void as bids.
- c) 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.
- d) If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or cost or profit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent/powers of the company available on www. bhel.com and/or under applicable legal

provisions/Conditions for Suspension of Business Dealings with Suppliers / Contractors shall prevail which is available at EHEL website <http://www.ehel.com>

- c) Any change in applicable laws or Tax or any other statutory laws (Direct / Indirect) or any new introduction of any law by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to EHEL, will be to vendors account. EHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- d) EHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any EHEL project / Work.
- e) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the disbanded firms / principal/agency, shall be rejected. The list of disbanded firms is available on EHEL web site www.ehel.com.
- f) The bidder along with its associates / subsidiaries / subcontractors / sub-vendors / consultants/ service providers shall strictly adhere to EHEL Fraud Prevention Policy displayed on EHEL website <http://www.ehel.com>, and shall immediately bring to the notice of EHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- g) EHEL shall recover the amount of compensation paid to victim(s) by EHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:
 1. **Victims:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accidents:** Any death or permanent disability resulting solely and directly from any unattended and unforeseen injuries, occurrences caused during the manufacturing / operation and work incidental diseases at EHEL factories/ offices and premises thereof, project execution, erection and commissioning services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and re-evaluating, trial operation, performance guarantee taking undertaken by the company or during any work / during working at EHEL, Units / Offices, terminals and premises / projects etc.
 3. **Compensation in respect of each of the victims:**
 - i. In the event of death or permanent disability resulting from Loss of both limbs Rs. 10,00,000/- (Rs. Ten Lakhs).
 - ii. In the event of other permanent disability Rs. 7,00,000/- (Rs. Seven Lakhs).
 4. **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the provision in Section 1(2) of the Employees Compensation Act 1923.
- h) The bidder must comply with applicable laws, rules and regulations throughout the terms of the contract for conducting business and fulfilling all obligations under this contract.

**EMARAT HEAVY ELECTRICALS LIMITED**

HEEP-WAD DIPAR, UTTARAKHAND (249402)

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Annexure-5

ONE SIGNED**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") entered into this ____ day of June, 20____ (the "Effective Date") by and between **Emarat 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 "BKE, Newer", Lin Post, New Delhi - 110 046, 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 to as Receiving Party and the party who is disclosing information would be referred to 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 presenting its undiluted 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 use, directly or indirectly, for any purpose other than the performance of this Agreement.

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

1. **PURPOSE:** Purpose as so 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.



EMARAT HEAVY ELECTRICALS LIMITED

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(3) It is clarified that Confidential Information shall include, but is not limited to, any trade secrets, technical, strategy, inventions, patents, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product plan, design, procedure, method, invention, sample, notes, summaries, analysis, compilations and other writings, producing any such sample, medium, scan data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, selling, servicing, licensing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, literature, or any other information which the Disclosing Party provides in 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.

(4) 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.

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

(i) 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;

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

(iii) is discovered independently developed by the Receiving Party independent of any disclosure by the Disclosing Party; or

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

(6) 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 as disclosed be used only for the purposes for which the order was issued.

3. Disclosure

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

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

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

(c) shall disclose of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to the extent 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 in this Agreement and require its 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 employ or re-employ any such Confidential Information.

(h) not to use the Confidential Information for any purpose other than the Transaction.



EMARAT HEAVY ELECTRICALS LIMITED

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(i) not use the information for any scientific research or any other research;

(ii) Confidential information does not include information:

- Which is generally available to the public other than as a result of a breach of this Agreement; or
- Which is already in the possession of Recipient without restriction prior to any disclosure hereunder;
- Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
- 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
- Where applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended.

(3) This agreement is not intended to, and does not, obligate 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 or other data protection agreement.

6. Restrictions 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 purposes of the Agreement as set out above or with the prior written consent of the Disclosing Party.

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted in the Receptions, 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



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WAD DIFAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for quoting against Tender Inquiry
(S0702)

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

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

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of five (5) 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 shall continue to protect and restrict the use of Confidential Information under this Agreement until such time as the Disclosing Party elects it to be public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. Injunctive remedy

The Receiving party 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 could destroy or diminish the value of such information. The damages that could result from the unauthorized dissemination of the Confidential Information could be impossible to calculate. Therefore, Receiving 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 attorney's 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

Receiving 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, extracts or derivative information deriving there from and all other documents or materials ("Items") 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 Discloser 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 or unable to so comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing underlying Confidential Information (or the reasonably non-reversible data created or temporary data) and, upon request, verify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Discloser 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 to regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

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

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall 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 dissolution 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, publish 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



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WARD 2/FAR, UTTARAKHAND (249402)

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(2020C)

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(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, reworded or interpreted to include as much of its terms and scope as will render it enforceable. If a court is so modified, reworded 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 were 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 address 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 Discloser, 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.

15. Notice

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 From

HEEP, then to,

From: For

Email:

**EMARAT HEAVY ELECTRICALS LIMITED**

HEEP-WARD 01FAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for working against Tender Inquiry
(SITTC)

For Indian Bidders (Version Sep-2025, Rev: 1.0)

ABC, then to:

(Name) _____
(Designation) _____
Phone: _____
Fax: _____
Email: _____

1.9. Countersignature, Telex and Signature

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



HEAVY ELECTRICALS LIMITED

HEEP-WARDHAR, UTTARAKHAND (244002)

General Instructions and Standard Terms & Conditions for Issuing against Tender Inquiry
(2020)

For Indian Bidders (Version Sep-2025, Rev: 18)

Annexure-2

BOTH SIDED

NON DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at _____ on this _____ day of _____ ("Effective Date") by and between:

HEEP ARE, a company incorporated under the Laws of Companies Act 1956 and having their registered office at _____, New Delhi - _____ (the "Discloser" or "ADC"), which corporation shall, utilize equipment to the extent or meaning thereof, be deemed to mean and include its successor in interest, designees, and permitted assigns.

AND

HEEP ARE _____, a company incorporated under the laws of _____ and having its principal place of business _____ and registered office at _____, represented by its _____ (the "Recipient" or "_____"), which corporation shall, utilize equipment to the extent or meaning thereof, be deemed to mean and include its successor in interest, designees, and permitted assigns.

Where appropriate, the Discloser, the Recipient shall individually / mutually be referred to as "Party", and both together as Parties "WE/US".

A) In connection with _____ (describe transaction/cooperation) or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis.

B) The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality.

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means the information as well as any data or information that is proprietary of the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, reports, data, know-how, know-how/progress, design, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and a filial company; (iv) plans for products or services, and customer or supplier lists. Confidential Information could not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the respective Discloser and that the Discloser regards all of its Confidential Information as secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which (i) was known to the Recipient at least a day of confidentiality prior to receiving the Confidential Information from the respective Discloser; (ii) becomes rightfully known to the Recipient from a third party, source not known (after diligent inquiry) by the Recipient to be under an obligation



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WAD BIFAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for Working against Tender Inquiry
(S0702)

For Indian Bidders (Version Sep-2025, Rev: 18)

to the respective Discloser to maintain confidentiality; (iv) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (v) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, but only to the extent of any such disclosure, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (vi) is or has been independently developed by the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information

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

- (a) treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) hold the Confidential Information in strict confidence and to take all necessary precautions to prevent such Confidential Information from being, with or without limitation, all provisions the Recipient employs with respect to its own confidential materials;
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, including its 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 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 retransmit 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 academic research or any other research;
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or
 - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential Information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended.
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WARD 2/FAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for issuing against Tender Inquiry
(S0702)

For Indian Bidders (Version Sep-2025, Rev: 18)

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 or other data protection agreement.

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information solely for the Transaction and not for any purpose other than as authorized by this Agreement without the prior express written consent of an authorized representative of parties. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Nothing contained herein is intended to modify the parties' existing agreement of the Transaction. All the title and rights in the Confidential Information shall be retained 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.

4. Term

This Agreement will terminate (i) 5 (five) years after its effective date or (ii) upon effectiveness of a Transaction related agreement provided that such agreement contains confidentiality/non-disclosure provisions which have same term.

Notwithstanding the foregoing, the Recipient's and Discloser's duty to hold in confidence Confidential Information that was disclosed during such term as above.

5. Remedies

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the agreed Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. The agreed Discloser shall be entitled to recover all its damages and costs.

6. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material including the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, extracts or derivative information deriving there from and all other documents or materials ("Items") (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



DHARAT HEAVY ELECTRICALS LIMITED

HEEP-WARD BIFAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for Issuing against Tender Inquiry
(S0702)

For Indian Bidders (Version Sep-2025, Rev: 18)

storage or retrieval, upon the expiry 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 Discloser 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 or unable to so comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing underlying Confidential Information (or the reasonably non-reversible data creation of templated data) and, upon request, verify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

7. Notice of Breach

Recipient shall notify the Discloser 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 to regain possession of Confidential Information and prevent its further unauthorized use.

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed in herein.

9. Applicable Law and Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute or difference arising out of or in relation to this Agreement, which cannot be resolved through negotiation, would be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 (inc being in force), by appointing sole arbitrator with mutual consent. The seat of arbitration shall be New Delhi. The language of the arbitration proceedings shall be English.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by appointing sole arbitrator with mutual consent. The parties shall choose a retired judge of High court of Delhi from the panel list of Delhi International Arbitration Center, High Court of Delhi with mutual consent within 30 days from the date of failure of settlement. The fee of the arbitrator shall be shared by both the parties. The parties hereto shall bear the cost of arbitration services.

This IBA shall be governed, construed and interpreted in accordance with the laws of India. Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this IBA.

10. Miscellaneous



EMARAT HEAVY ELECTRICALS LIMITED

HEEP-WARD 2/FAR, UTTARAKHAND (249402)

General Instructions and Standard Terms & Conditions for quoting against Tender Inquiry (SOTTC)

For Indian Bidders (Version Sep-2025, Rev: 18)

(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 Dissector to achieve the Supplier's sales performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction (whenever it is found) to be unenforceable, such provision will be modified, re-written 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 address as may be furnished by a party in accordance with the 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 Dissector, 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 and permitted assigns and assigns.

(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.

For Supplier: _____

evGtA, _____ designation (_____) xxx

For Dissector: _____

evGtA, _____ designation (_____) xxx

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witness 1: _____

Witness 2: _____

Annexure-3

Declaration for treatment of cases regarding conflict of interest

The bidder notes that a conflict of interest could exist or 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 EPEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of EPEL 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 manufacturer/supplier 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 deter 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 person/ / member or sub-contractor in another bid or contracts) 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 []

The Bidder declares that they have read and understood the above, agrees, 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 cartelisation 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 EPEL as per contract policies/ guidelines.

(Signature of the authorized signatory of the Bidder)

INTEGRITY PACT**Between**

Shree Heavy Industries Ltd, (SHIL), a company registered under the Companies Act 2013 and having its registered office at "3rd Floor", 3rd Floor, New Delhi - 110048 (India) hereinafter referred to as "The Principal", which expression unless required to the context or meaning thereof shall include its successors or assigns of the SHIL PMT

and

..... Identification of the party along with address, hereinafter referred to as "The Bidder/ Contractor" which expression unless required to the context or meaning thereof shall include its successors or assigns of the SHIL PMT

Provides

The Principal intends to work, under set-down organizational procedures, hereinafter 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 Member(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 treat all bidders equally in the present competition 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 discloses 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 2008 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform to Vigilance Officer and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) consent (herein) 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.

- 11.1 The Bidder(s)/ Contractor(s) without, directly or through any other person or firm, office, person or place in 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 or immaterial advantage or benefit which he/she is not legally entitled to, in order to obtain in exchange the advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 11.2 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 price, specifications, conditions, subsidiary contracts, admission or non-admission of bids or any other means to restrict competitiveness or to introduce artificiality in the bidding process.
- 11.3 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 just as to others, any information or documents provided for the Principal as part of the business relationship, including plans, technical proposals and business details, including information contained or transmitted electronically.
- 11.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and India Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when procuring 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.
- 12 The Bidder(s)/ Contractor(s) will not encourage third persons to commit offences outlined above or be accessories to such offences.
- 13 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matter to Bids 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, in any or any other manner such as to put his solvency or solvency in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if awarded, awarded, exclude from future business and may and/or take action to give the requisite "Caution or Warning of Business Dealings with Supplier/ Contractor", 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 Contract Bid/ Tender Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminate the Contract in application of Section 2 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be considered breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 10% 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.



Per 2 of 5



Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder stated incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated. No such award or action can be taken except the Corporate Governance or Savings of Business dealings with Suppliers/ Contractors, named by the Principal.

Section 6 - Equal treatment of all Bidders (a) Contractor (b) Sub-contractor (c)

- 6.1 The Principal will ensure equal integrity facts with identical treatment in the integrity fact with all Bidders and Contractors.
- 6.2 In case of Subcontracting, the Principal Contractor shall take the responsibility of the selection of integrity fact by the Subcontractor(s) and ensure that all Sub-contractors also sign the integrity fact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this integrity fact or violate its provisions.

Section 7 - Criminal Charge 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, and if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Officer.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEM) for this integrity fact. 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 Fact.
- 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 CEO, BBL.
- 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 secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.1 The advisory role of BMS is envisaged as that of a friend, philosopher and guide. The advice of BMS should not be legally binding and it is expected to resolve issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that BMS are not consultants to the Management. Their role is independent in nature and the advice once rendered would not be subject to review or the impact of the organization.
- 8.2 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be referred by the full panel of BMS jointly, who would look into the receipt, conduct an investigation, and submit their joint recommendations to the Management.
- 8.3 The BMS would examine all complaints received by them and give their recommendations/ advice to the CMD, BMS, at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a serious, verifiable Vigilance angle, the matter should be reported directly to the Commission. BMS will render their advice on the complaints within 30 days.
- 8.4 The CMD, BMS, shall ensure the compensation to be paid to the BMS and its members and staff.
- 8.5 BMS should ensure the process integrity, they are not expected to come in confrontation with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the Principal should be looked into by the CVO at the Principal.
- 8.6 If the BMS have reported to the CMD, BMS, a substantiated complaint of an officer under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BMS, has not, within reasonable time, taken suitable action to proceed against such officer or reported it to the Vigilance Officer, the BMS may also transmit this information directly to the Central Vigilance Commission, Government of India.
- 8.7 After award of work, the BMS shall look into any issue relating to execution of Contract, if specified herein below. As an illustrative example, if a Contractor for who has been awarded the Contract, during the execution of Contract, raises issue of delayed payments etc. before the BMS, the same shall be examined by the panel of BMS. Issues like monetary guarantee etc. shall be outside the purview of BMS.
- 8.8 However, the BMS may suggest suitable improvements to the management of the Principal, if considered necessary, in order to bring about transparency, equity and fairness in the system of procurement.
- 8.9 The word 'Member' would include both regular and part-timer.

Section 3- Fair Dealation

- 8.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclude from future business dealings.
- 8.2 If any claim is made/ lodged during a currency of this Integrity Pact, the same shall be binding and shall have to be void despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BMS.

Section 1.8 - Other Provisions

- 10.1 This Integrity Pact is subject to Italian laws and exclusive jurisdiction shall be of the competent Court as indicated in the Terms or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 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 parties who or joint venture or 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 in their original intentions.
- 10.5 Only those Bidders/contractors who have entered into this Integrity Pact with the Principal will be competent to participate in the bidding. In other words, entering into the Integrity Pact would be a pre-tender 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 disputes through Mediation held in the panel of Bids in a time bound manner. In case, the dispute resolution exercised even after mediation by the panel of Bids, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared in both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, observations or proposals etc., made by either party in the course of mediation shall not be taken into account as evidence in any further appeal or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present Bids in relation to any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.


 For & on behalf of the Principal
 Office Seal

Name David
 Date _____

Witness 
 Name & Address David
Tel: 011 2611 2611

 For & on behalf of the Bidder/ Contractor
 Office Seal

Witness _____
 (Name & Address) _____

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION
PROCEEDINGS UNDER THE NHRL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time hereafter before, during or after the arbitral or judicial proceedings, any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, building, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding) arises between a Party/Parties, which the Parties are unable to settle mutually, when later on the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Conciliator to be approved by competent authority of NHRL from the NHRL Panel of Conciliators.

Notes:

1. He acting or a retired employee of NHRL / Administrative Ministry of NHRL shall be included in the NHRL Panel of Conciliators.
2. Any other person(s) may be appointed as Conciliator(s) who to/are mutually agreeable to both the parties from outside the NHRL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act (1996) or any statutory modification thereof and as provided in *Annexure-1* to this GCC/Agreement/Contract/MOU etc. (whichever is applicable).

The *Annexure-1* — together with its Parts shall be treated as if the words to part and past tense and shall be as efficient as if set out herein in this GCC/Agreement/Contract/MOU etc., (whichever is applicable).

The Purchaser/Contractor/Supplier etc. (insert the designation of the other party in the Agreement/Contract/MOU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Supplier etc. (insert the designation of NHRL - whichever is applicable) shall make any amendments or modifications to the provisions stipulated in the *Annexure-1* — to this GCC/Agreement/Contract/MOU etc., (whichever is applicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the *Annexure-1* — only after from the date as intimated by NHRL to it.

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 Extension of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr. / Ms. Designation: Telephone No.: Mobile No.: Email ID:	
D	END DETAILS	Applicable	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
I.	Whether Sec - Qualification Criteria is understood and provided pages supporting documents	Applicable / Not Applicable	YES / NO
II.	Annexure form details	Applicable / Not Applicable	YES / NO
III.	Annexure OP (to be understood 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.	Declaration of IITs 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 Debarment 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

i.	Declaration by Authorized Signatory as per Annexure - 1	Applicable/Not Applicable	YES/NO
ii.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure - 4	Applicable/Not Applicable	YES/NO
iii.	Non-Disclosure certificate per Annexure - 7	Applicable/Not Applicable	YES/NO
iiiA.	Indemnity of Integrity Fee as specified in Tender as per Annexure - 1	Applicable/Not Applicable	YES/NO
iv.	Non-Disclosure agreement per Annexure - 8	Applicable/Not Applicable	YES/NO
v.	Declaration re: Related Parties & their areas of Activities as per Annexure - 10	Applicable/Not Applicable	YES/NO
vi.	Declaration for relation to ERMIL as per Annexure - 11	Applicable/Not Applicable	YES/NO
vii.	Declaration re: minimum local content in line with relevant public procurement as per Annexure - 12	Applicable/Not Applicable	YES/NO
viii.	Declaration regarding compliance in Requirements under Rule 144 (a) of OPE 2017 as per Annexure - 13	Applicable/Not Applicable	YES/NO
ix.	Bank Account Details for 90 days as per Annexure - 14	Applicable/Not Applicable	YES/NO
x.	Power of Attorney for submission of tender as per Annexure - 15	Applicable/Not Applicable	YES/NO
xi.	Performance of Bank Guarantees for various items as per Annexure - 16	Applicable/Not Applicable	YES/NO
xii.	Bank Guarantees for security deposits As per Annexure-17	Applicable/Not Applicable	YES/NO
xiii.	List of Consortium Banks As per Annexure-18	Applicable/Not Applicable	YES/NO
xiv.	Declaration for avoidance of cases regarding conflict of interest	Applicable/Not Applicable	YES/NO

NOTE: Mark all 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

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

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Form of Tender)

Offer Reference No. _____

Date: _____

To,
 Dy. Manager - PWS-3
 1st Floor, Main Admin building 42822 Dindur-344403
 Udaipur, Phone: 01304-183181
 Email: sugaj@bhel.in; rajendra@bhel.in

Dear Sir,

Re: Submission of Offer against Grid enquiry no. _____

Having examined the tender documents against your Tender Reference No. _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work ordered 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, 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.

Our further agree to execute all the work referred to in the said Tender documents upon the terms and conditions mentioned or referred to therein and as detailed in the appendices annexed thereto.

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

Authorized Representative of Bidder
 Signature:
 Name:
 Address:

Place:
 Date:

CERTIFICATE OF NO DEVIATION
(To be Typed & submitted in the Lower Half of the Company Form of Bidder)

To,

Dr. Manager / GSEB
1st Floor, Main Admin building GSEB Bhavnagar-364001
Gandhinagar, Bhavnagar-364001
Email- enquiry@gsel.in / admin@gsel.in

Dear Sir,

Subject: No Deviation Certificate

Ref

- 1/ Enquiry No. _____
- 2/ All other pertinent issues will state

We hereby confirm that we have not changed/ modified/ materially altered any of the tender documents as downloaded from the website issued by GSEB, and in case of such observation 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 documents applicable for the above referred Ref.

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

We confirm to have submitted offer in accordance with tender instructions and as per enclosed to Enclosure Thanking you,

Yours faithfully,

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

Date

Place

UNDERTAKING

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

To,

Dr. Manoj Kumar
1st Floor, Main Admin Building IISER Bhopal
Unacademy, Phone: 0106-263331
Email: uopg@iiser.in; university@iiser.in

Dear Sir/Madam,

My DECLARATION REGARDING INSOLVENCY LIQUIDATION BANKRUPTCY PROCEEDINGS

Ref: Regency file

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

Sigs. of the AUTHORIZED SIGNATORY (With Name, Designation and Company seal)

Name:

Date:

ANNEXURE-3

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER
(To be typed and submitted to the Local Head of the Company/Firm of Bidder)

To,

Dy. Manager / PWT
1st Floor, Main Admin building SEES Madhav-540401
Unacademy Phone: 01226-202101
Email: sepal@sees.in ; rahul@sees.in

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref

- 1) Enquiry No. _____
- 2) All other pertinent issues will state

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 of same, and agree to comply with the requirements and terms of the specification.

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

Yours faithfully,

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

Enclosed: Power of Attorney

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

To,

Dr. Manoj Kumar DIXIT
1st Floor, Main Admin building DEEP Electronics Ltd. GSI
Chandigarh, Phone: 01734-263781
Email: rajpal@deep.in / rajmohr@deep.in

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents

Ref:

- 1) Request No. _____
- 2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of generation 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 Electronics Limited.

I / We hereby further declare that no tampering is done with documents submitted in support of our qualification to bidder I. We understand that at any stage (during bidding process or while assessing the awarded contract) if it is found that false / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to automatic 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 relevant policies of Bharat Heavy Electronics Limited.

Yours faithfully,

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

Date:

ANNEXURE - 7

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted to the Local Head of the Company/Team of Bidders)

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

Witness,

I/We

Sign

who are submitting offer for providing services to BHEL, against Q&A 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**Bidder(s)**

Bluest Henry Electronics Ltd. (BHLE), a company registered under the Companies Act 1956 and having its registered office at "BHLE House", New Fort, New Delhi - 110040 (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 OTHER 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..... 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 Independent External Member(s), 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, presently or through family members, will in connection with the tendering, 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 honesty. 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 1960 and Prevention of Corruption Act 1958 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Officer and in addition may initiate disciplinary actions.

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

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

1.1.1 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.

1.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undetermined agreement or understanding, whether formal or informal. This applies in particular to pacts, agreements, combinations, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce collusion in the bidding process.

1.1.3 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.

1.1.4 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 processing 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.

1.2 The Bidder(s)/ Contractor(s) will not designate third persons to commit offences outlined above or to do so necessary in such offences.

2.2 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matter to I&D and will accept 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the amount already Deposited Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the

Contractor liquidated damages equivalent to 1/4 of the contract value or the amount equivalent to Security Deposit Performance Bank Guarantee, whichever is higher.
Section 5 - Previous Transgression

1.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Tender Employer in India that could justify his exclusion from the tender process.

1.2 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.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this part 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 Officer.

Section 8-Independent Internal Monitor(s)

1.1 The Principal appoints competent and reliable Independent Internal Monitor for this Part. The role of the Monitor is to oversee independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

1.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions honestly and independently. He reports to the CMD, SAIL.

1.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

1.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

1.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or has adverse impact on bidders. At the same time, it must be understood that IEMs are not consultants to the

Management. Their role is independent in nature and the adviser once appointed would not be subject to review at the request of the organization.

1.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any existing process, the matter should be entrusted by the full panel of IDMs jointly as far as possible, who would look into the records, investigate, and submit their joint recommendations to the Management.

1.7 The IDMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IDMs will tender their advice on the complaints within 10 days as far as possible.

1.8 The CMD, BHEL, shall decide the compensation to be paid to the Member and its terms and conditions.

1.9 IDMs should monitor the process impartially. They are not requested to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officers of the organization should be looked into by the CVO of the concerned organization.

2.10 If the Member has reported to the CMD, BHEL, a substantiated suspicion of an officer under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL, has not, within reasonable time, taken suitable action in general against such a officer as reported to the Vigilance Officer, the Member may also forward this information directly to the Central Vigilance Commissioner, Government of India.

3.11 The number of Independent External Member(s) shall be decided by the CMD, BHEL.

3.12 The word 'Monitor' would include both singular and plural.

Section 9 - Term Duration

9.1 This Trust shall be operative from the date it is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Hence the necessity / guarantee etc. should be within the purview of IDMs.

9.2 If any claim is made lodged during currency of ID, the same shall be binding and continue to be valid despite the lapse of this part as specified above, unless it is discharged/ discontinued by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be vigilance officer of the Principal, Co. New Delhi.

10.2 Changes and amendments as well as termination notices need to be made in writing. No agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

For & On behalf of the Principal

(Office Use)

Name _____

Date _____

Witness:

(Name & Address)

For & On behalf of the Bidder / Contractor

(Office Use)

Witness:

(Name & Address)

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this 'Agreement') entered into on this: _____ day of June, 20____
(the 'Effective Date')

By and Between:

Minat 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', 3rd floor, New Delhi - 110 046, 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 relationship 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 presenting its authorized signature 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, scope hereof, 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 purpose 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, material, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, filing, 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:
 - (i) is now, or has become, through no action or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (ii) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (iii) is discovered/independently developed by the Receiving Party independent of any disclosure by the Disclosing Party or

Annexure-NVA

- (d) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.
- (e) 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 purpose for which the order was issued.

5. Duties

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 reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials)
- (c) not disclose any Confidential Information to its concerned directors, officers and employees, collectively "Representatives", except only to those 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 retransmit or phrase 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.
- (d) 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 or other data protection agreement.

5. Restrictions 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, license 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 this Agreement as set out above or with the prior written

Annexure-NDA

(g) 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 intellectual or industrial 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, warranty 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. Intellectual Property

The Reipient 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 deny 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 retrieve. 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 attorney's 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. Nature of Confidential Information

Recipient shall immediately return and deliver to the respective Discloser, all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, samples or derivative information deriving therefrom and all other documents or materials ("Notes") and all copies of any of the foregoing, including "copies" that have been converted to computerized media or in the form of image, data or word processing files, either manually or by image (scanned) 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 either case the party in breach shall also be liable towards the Discloser under the law and this Agreement to (a) 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-retrievable data source of computerized data) and upon request, certify in writing such destruction to an authorized officer of the Recipient supervising the destruction.

13. Notice of Breach

Recipient shall notify the Discloser 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 to regain possession of Confidential Information and prevent its further unauthorized use.

14. Signature

Annexure-NDA

The provisions of Clauses 5, 9 & 10 of this Agreement, and the rights and obligations contained therein shall not terminate upon termination of this Agreement.

18. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Courts having original Civil Jurisdiction in matters of Fiscal 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 or 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 that apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____ (the place from where the contract is made).

19. No Publication

Neither Party shall disclose, publish or otherwise in any manner the disclosures or negotiations contemplated by this Agreement without the prior written consent of the other Party, except as may be required by law.

20. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and constitutes 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

- (i) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purposes 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 integrated to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or integrated 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.
- (ii) Any notice 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.
- (iii) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Outsource, 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.
- (iv) 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, demands, 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 to a form generating a receipt only 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 to:

Intel, then to:

Phone :

Annexure-NDA

For

Legal

ABC, then to:

Name: _____

Designation: _____

Phone

Fax

E-mail

25. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original and kept 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 Elcomat Heavy Electronics Limited	For ABC
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____ Designation: _____
Signature: _____ Name: _____ Designation: _____	Signature: _____ Name: _____ Designation: _____

DECLARATION

Date:

To,

Dr. Manager / DSCIT
 1st Floor, Main Admin Building IISER Bhopal-462011
 Unacademy House (IISER) Bhopal
 Email: sugpal@iiser.in ; admin@iiser.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 items with BHEL, (N/A, if not applicable)

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

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

Signed: _____
 From: Mr. _____

Supplier Code:

Address:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company Form of Bidder filling which the offer of Bidder is liable to be automatically rejected)

To,

Dr. Manager / PGT
1st Floor, Main Admin building BHEL Bhopal-462001
Unacadem. Phone: 0126-261811/1194
Email: mgpal@bhel.in; rcbhel@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL.

Ref

1) Enquiry No. _____

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

Tick (✓) any not as applicable to:

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

OR

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

1.
2.

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

Note:

1. Attach appropriate chart, 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.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 DATED 19TH
JULY, 2014 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Later Part of the Tender Form providing certificate as applicable)

To,
 Dr. Manoj K. PATEL
 1st Floor, Main Admin Building NEEP Building-16421
 Chandigarh, Pincode: 161001
 Email: enquiry@necil.in, submit@necil.in

Dear Sir,
 See Declaration on minimum local content in line with Public Procurement (Preference to Make in India),
 Order 2017-Revisions dated 14th June, 2020 and subsequent order(s).

Ref:

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

We hereby verify that the item/s/service/s 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-Revisions dated 18/07/2014 issued by DPM 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

** - In the case of sub-contract is not applicable.

Now,

1. Bidders to note that above form, duly filled & signed by authorized signatory, shall be submitted along with the tender document only.
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, action as per the above order and as per BILB1. Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (a)
OF GTR 2017**

(To be typed and submitted in the Lower Half of the Envelope Form providing certificate as applicable)

To,

Dr. Manager / DGST
1st Floor, Main Admin building DGEP Building-160601
Chandigarh, Phone: 01724293791
Email: supa@dgst.in / rahmady@dgst.in

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (a) of GTR 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 (which valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIT)).

I hereby certify that we fulfil all requirements in this regard and it stands to be unconditional.

Thanking you,
Yours faithfully,

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

Note: Bidder 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 as per DGEP guidelines.

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name.
2. Beneficiary Account No.:
3. Bank Name & Branch.
4. City/State.
5. 4-digits MICR Code of Bank Branch.
6. IFSC Code of Bank Branch.
7. Beneficiary E-mail ID.
(for payment confirmation)

NOTE: In case Bank refused certificate regarding above has already been submitted earlier, kindly submit photograph of the same.

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on one judicial stamp paper of minimum Rs. 100/- and New India)

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

....., whose signature given below hereunto to be true and lawful
 Attorney of Me/Us 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. Varanasi Contracts Management (Pvt) Ltd, in
 connection with title.....

And the Company do hereby agree to satisfy and confirm all acts, deeds, things or proceedings so 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 documents

Dated at the day of

Deponent CHD District Proprietor

Signature of Me/Us (Attorney)

Witnessed by: Deponent CHD District Proprietor

Witness

Money Paid

PROFORMA OF BANK GUARANTEE FOR EARNST MONEY
(On non-judicial paper of appropriate value)

Bank Guarantor's Name _____

Date _____

To
(Employee's Name and Address)

Dear Sir,

In accordance with the terms and conditions of invitation for Bids/Quotes inviting Tender No. _____¹ (Tender Conditions), dated _____, having its registered office at _____² (hereinafter referred to as the Tenderer), is submitting its bid for the work of _____³ invited by _____⁴ (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 view of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of _____⁵ 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 delay, money on your first demand any sum or sums of Rs. _____⁶ (in words Rupees _____) without any restriction, point, and reserve 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/Vender in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unimpaired.

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 Tenders or to extend the time of submission of them 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 Tenders and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenders or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenders or by any such matter or thing whatsoever which under the law relating to contracts would but for this provision have effect as relieving us.

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

This Guarantee shall be irrevocable and shall remain in force up to and including _____⁴ 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 membership of the Tenders but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer is received. However, unless a demand or claim under this Guarantee is made on us in writing on or before the _____⁵ we shall be discharged from all liabilities under this Guarantee.

We, _____ Bank hereby 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 herein:-

- a. The liability of the Bank under this Guarantee shall not exceed _____⁶.
- b. This Guarantee shall be valid up to _____⁴.
- 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 released 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 power 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 Institution or Bid/Maker Issuing Tenders

² Name and Address of the Tenders

³ Details of the Bank

⁴ Name of the Employer

⁵ Bid Amount in words and Figures

* Validity Date

† 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 stated that the same is in line with the agreement/contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper of stamp paper of appropriate value as per Stamp Act prevailing in the State/UT where the BG is submitted or it is to be used upto to the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper or stamp paper shall be purchased in the name of Contributor/sub-contractor/ Vendor Bank issuing the guarantee.
3. In line with the BOC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Format. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.
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 territory or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the territory 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 Vendor Enquiry/Contract book, it may be clearly specified that Bank Guarantee issued by any of the Canadian Banks only will be accepted by MWEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Cross-Currency by Foreign Bank in favour of the Indian Bank's (MWEL's Canadian 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 Canadian Bank (e.g. if a BG is to be issued by SBI (Canada), the same is acceptable. However, the provisions as of no. b.1 will required to be followed.
 - b.2 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 724 (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 Guarantor's/s:

Date:

To

NAME

& ADDRESS 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, 1955 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. _____ dated _____³ valued at Rs. _____⁴ (Rupees - _____ / P.C. _____ for work _____) for _____⁵ (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 up to a maximum amount of Rs. _____⁶ (Rupees _____) without any delay, 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 the _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract; notwithstanding

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

We, _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without any consent and without affording in any manner any obligations whatsoever 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 persons accountable by the Employer against the said Vendor / Contractor / Supplier and to enforce or enforce any of the terms and conditions relating to the said Contract and we shall not be released from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor.

Supplier or for any debentures, not an extension on the part of the Employer or any indulgence by the Employer in 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 exonerating us.

The Bank also agrees that the Employer or its agent 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.

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 up to and including _____¹ and shall be renewed from time to time for such period as may be desired by Employer.

This Guarantee shall not be discharged 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 the _____² we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ BANK hereby 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 hereinafter:

- The liability of the Bank under this Guarantee shall not extend _____³
- This Guarantee shall be valid up to _____⁴
- Unless the Bank is served a written claim or demand on or before _____⁵ all rights under this guarantee shall be deemed and the Bank shall be released 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)

Signed _____

Place of Issue _____

¹ NAME AND ADDRESS OF EMPLOYER (i.e., Shree Shree Electronics 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

Notes:

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

2. The BG should be on Non-Judicial Stamp paper or stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted as it is to be acted upon at the rate prevailing in the State where the BG was issued, whichever is higher. The Stamp Paper or 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, User may carry out minor modifications in the Standard BG Format. If required, such modifications may be carried out after taking up appropriately with the User/Owner's Law Dept.

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

a. From Overseas/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 territory or in nearest branch where the User is located i.e. Demand can be processed at the Branch located in the territory or in nearest branch where the User 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 R&L. As such, Foreign Vendor needs to make necessary arrangements for issuance of Guarantee Guarantee by Foreign Bank in favour of the Indian Bank's (R&L's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee, courier, Guarantee should be borne by the Foreign Vendor. The tender regulations 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 SBC Frankfurt), the same is acceptable. However, the provisions at para. b.1 will required to be followed.

b.3 The BG issued may possibly be subject to Uniform Rules for Demand Guarantees (URDG) 750 (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	ICICI Bank Limited
4	ICICI Bank Limited
5	WBC Bank Limited
6	Amba Bank
7	Industrial Bank Limited
8	Bank of Baroda
9	Axis Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Vij 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/ BHEL
 1st Floor, Main Admin Building 5555 Madhavpalle
 Warangal-506004, Phone: 01324-281181, Email: rcmpg@bhel.in

Dear Sir,

Sub: Declaration for treatment of cases regarding conflict of interest

Ref: Tender Reference No:

The Bidder states that a conflict of interest would not or have occurred in the tender process and execution of the contract herewith, in case of any of the following situations:

- If he personally have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly,
- The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- Procurement of goods directly from the manufacturer/ supplier shall be preferred. However, if the OEM/Principal makes an 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 deter more than one Authorized Distributor (with or without the OEM) from putting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor or another bid or contracts) 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 unethical 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 subvert competition 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 contract policies/ guidelines.

(Signature of the authorized signatory of the bidder)