

Scope of Enquiry

Item Name: Fan Guard Assembly along with Beams, Fasteners etc.

Projects: North Karanpura Unit-2

E-bids on GeM are invited from bidders for the supply of **Fan Guard Assembly along with Beams, Fasteners etc. for 3x660 MW North Karanpura Project Unit-2 , Tandwa, Jharkhand** as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity	Date for Supply Completion
1	Material Code W97717001365 Fan Guard Assembly along with Beams, Fasteners etc. As per drawing no. HAC-NKP-J-T18	58 Set	58 Set	31/01/2023

Buyers Specific Additional Terms & Conditions in addition to GTC**Item Name: Fan Guard Assembly along with Beams, Fasteners etc.****Projects: North Karanpura Unit-2**

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to compliance of General terms and conditions on GeM 4.0 (Version 1.5)	In addition to the terms & conditions mentioned in below table, General terms and conditions on GeM 4.0 (Version 1.5) or subsequent rules/policies issued by GeM shall be applicable against this enquiry. Kindly confirm same is acceptable to you.	
2.	Documents Checklist:	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-1). 3. Any other document as specified in "Buyers Specific Terms & Conditions" <p>Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.</p>	
3.	Pre-Qualification Requirements	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	Special Instruction of Technical requirement	<p>1. Drawing No.-HAC-NKP-J-T18 are enclosed.</p> <p>2. Fan Guard to be manufactured in line with the drawing No.-HAC-NKP-J-T18 (refer enclosed).</p> <p>3. Primer, intermediate and final painting is to be done at vendor works. Only touch up painting is to be done at site by BHEL.</p> <p>4. All loose items mainly fasteners are to be dispatch separately in wooden box .</p> <p>5. BOQ per set of the Fan Guard is mentioned in the assembly drawing HAC-NKP-J-T18.</p> <p>6. Guarantee shall be considered as 18 months from the supply end date.</p>	
5.	Evaluation criteria	Evaluation shall be done based on total landed cost up to BHEL Project site.	
6.	Price basis	<p>Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc.</p> <p>Item to be supplied directly to 660 MW North Karanpura site.</p> <p>Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project.</p> <p>Please note that transit insurance of material shall be in BHEL scope only. Please quote your offer accordingly.</p>	

7.	GST Rate	Please mention here the applicable GST % rate included in the prices quoted by you.	
8.	BID TO RA	Opening of Price bid & RA shall be conducted for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL. RA will be done amongst 50% lowest priced technically qualified bidders as per GeM RA guidelines. Kindly accept.	
9.	Delivery	Material is required as per the schedule indicated in GeM Bid (i.e. start from 60 and completion by 90 days from the date of PO). You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval. BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.	
10.	Engineering Document/ Document approval	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 07 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 07 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.	
11.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
12.	Quality Requirements	M/s Maya Fans Air Engineering Pvt. Ltd. to follow already BHEL approved QP. BHEL approved QP attached and as indicated below. QP No.: -QA/Doc. No. 0104with BHEL QA minor updation dated-24/01/2022. For new vendors: Vendor to endorse BHEL SQP no. "QA/BI/QP/ACC FAN GUARD, Rev:00" (enclosed) and submit along with offer.	
		Inspection shall be done BHEL nominated inspection agency- TPIA (INTERTEK) as per above mentioned BHEL approved QP. The charges of BHEL – Third Party Inspection agency nominated by Purchaser would be borne by Purchaser. However, coordination with the Purchaser (BHEL)'s nominated agency and NTPC would be the responsibility of the Contractor/Seller. Inspection calls should be raised by Contractor/Seller/sub-vendors on BHEL CQS website (WWW.CQIR.BHEL.IN). At least 15 days' notice period shall be given to the inspection agency for witnessing the inspection.	
13.	Guarantee	Kindly confirm that Guarantee would be provided for a period of " 18 months from the supply end date ". Supplier shall be responsible for free replacement of defective equipment / material at our site.	
		Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	

14.	Sharing of Drawing:	bid bidders shall submit endorsed copy of attached FCA to get soft copy of drawings @ manojy@bhel.in and sagargupta@bhel.in and rkrahi@bhel.in									
15.	Make in India & MSE Purchase Preference guidelines:	Make in India circular Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 and subsequent orders shall be applicable for this procurement and only Class-I local supplier & Class-II local suppliers shall be eligible to bid in procurement. Purchase preference shall be given as per applicable Make in India guidelines and as per functionalities enabled on GeM portal.									
16.	Packing	Each item must be tagged with same description & Qty. as in Vendor Packing List. Kindly confirm. Please ensure proper and sturdy packing suitable for handling at site or during transportation up to site in healthy condition.									
17.	Penalty / LD Clause	LD shall be as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.1). The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes									
18.	Payment Terms	<p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) or confirmation of receipt of material at site as per the below details:</p> <table border="1" data-bbox="493 919 1289 1136"> <thead> <tr> <th data-bbox="493 919 980 995">Type of Bidder</th> <th data-bbox="980 919 1289 995">Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td data-bbox="493 995 980 1045">Micro & Small Enterprises (MSEs)</td> <td data-bbox="980 995 1289 1045">45 days</td> </tr> <tr> <td data-bbox="493 1045 980 1096">Medium Enterprises</td> <td data-bbox="980 1045 1289 1096">60 days</td> </tr> <tr> <td data-bbox="493 1096 980 1136">Non MSME</td> <td data-bbox="980 1096 1289 1136">90 days</td> </tr> </tbody> </table> <p>Subject to submission of 8 sets of non-discrepant documents along with original MDCC & LR as per terms & conditions of GEM contract.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
19.	Quantity Variation	<p>BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof.</p> <p>BHEL also reserves the right to increase or decrease the tendered quantities or quantity of individual material code may be dropped as a whole also.</p> <p>Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.</p> <p>Vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. In case ordered quantity is reduced at the time of manufacturing clearance, then payment shall be made accordingly as per decreased quantity. Kindly confirm.</p>									

20.	Risk Purchase	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law. Kindly confirm.													
21.	Action against Bidders / vendor / supplier / contractor in case of default	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / 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, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</p>													
22.	Integrity Pact	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="500 1373 1360 1566"> <thead> <tr> <th>SI</th> <th>IEM</th> <th>mail</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>m1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>m2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>m3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All</p>	SI	IEM	mail	1.	Shri Otem Dai, IAS (Retd.)	m1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	m2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	m3@bhel.in	
SI	IEM	mail													
1.	Shri Otem Dai, IAS (Retd.)	m1@bhel.in													
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	m2@bhel.in													
3.	Shri Mukesh Mittal, IRS (Retd.)	m3@bhel.in													

		<p>correspondence with the IEMs shall be done through email only. <i>Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such Clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose details are mentioned below:</i></p> <p>a) Mr. Rahul Kumar Rahi, Dy. Engineer (PPX-BOI) Email: rkrahi@bhel.in</p> <p>b) Mr. Manoj Yadav, Manager (PPX-BOI) Email: manojy@bhel.in Ph: +91-1334-285773 Address: 4th Floor, Main Administrative Building, HEEP, BHEL, Haridwar- 249403, Uttarakhand, India</p>	
--	--	---	--

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GeM procurement portal.

1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Terms & Conditions (Annexure-B)" and its clause wise supporting documents where required.
2. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
3. Please submit signed & stamped copy (each page) of FCA documents for obtaining BHEL drawing from BHEL for subject NIT with proper filled information and related supporting documents as mentioned in FCA.
4. Signed & Stamped copy (each page) of Standard Quality Plan (SQP) from bidder.

Pre-Qualification Requirements

S.No.	Requirement description	Vendor's confirmation
1 (a)	Bidder/Vendor should have Successfully manufactured and supplied: (i) Fan Guard of large size fans having minimum diameter of 15 feet Or (ii) Steel structure supplied for power plants/manufacturing plants etc.	
Following conditions to be fulfilled for the above:		
(i)	For clause 1/i) , Minimum 15 nos. fan guard to be supplied in one financial year.	
(ii)	For clause 1/ii) , Minimum 43 Ton of structure shall be supplied in one financial year.	
(iii)	Purchase orders (PO) date shall be within 7 years from the date of enquiry.	
In support of the above Clause 1(a), Bidder/Vendor to submit following documents:		
(i)	Un-priced copy of Purchase Order.	
(ii)	Inspection documents /dispatch documents etc. of the reference POs at Cl. No. b(i).	
(iii)	Any Drawing /Document's clearly stating the item details, weight and quantity.	

Notes:

1. Against vendor's replies, BHEL reserves the right to ask for more information / documents/clarifications.
2. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above).
3. In case of information/data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above item.

PRE QUALIFICATION REQUIREMENTS

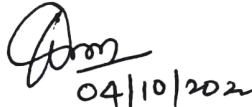
1. (a) Bidder/Vendor should have Successfully manufactured and supplied:
- i) Fan Guard of large size fans having minimum diameter of 15 feet
Or
 - ii) Steel structure supplied for power plants/manufacturing plants etc.

Following conditions to be fulfilled for the above:

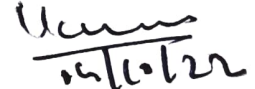
- i) For clause 1/i) , Minimum 15 nos fan guard to be supplied in one financial year.
 - ii) For clause 1/ii) , Minimum 43 Ton of structure shall be supplied in one financial year.
 - iii) Purchase orders (PO) date shall be within 7 years from the date of enquiry.
- (b) In support of the above Clause 1(a), Bidder/Vendor to submit following documents:
- i) Un-priced copy of Purchase Order.
 - ii) Inspection documents/Dispatch documents ect. Of the reference POs at Cl.No.b(i)
 - iii) Any Drawing /Document's clearly stating the item details, weight and quantity.


04/10/2022

(Mukesh)




04/10/2022

(Deepak Kr. Yadav)


04/10/22

(Naveen Prakash)

Manufacturer Name & Address:-				QUALITY PLAN FOR ACC FAN GUARD				Project Name: North Karanpura Package : ACC - TG Contract No: 4410-001-110 Main Contractor: BHEL, Haridwar							
BHEL	Manufacturer Name	ITEM	Fan Guard Assy		QP NO.	QA/BI/QP/ACC FAN GUARD									
	DRG. NO.	As per PO	AS PER PO.		REV.	0									
	SPEC.		AS PER PO.												
	REV.		0		PAGE 1 OF 2										
SL. NO.	COMPONENTS & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	D	AGENCY			REMARKS		
										M	B	N			
1 Material Control															
I	EQUAL LEG ANGLE 50X5	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
II	EQUAL LEG ANGLE 40X5	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
III	PLATE 12 MM	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
IV	PLATE 16 MM	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
V	I BEAM IPE200/NPB 200X100	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
VI	WIRE MESH 50X50X5 PRE-BENDING AND FORMING MESH GRID	MECHANICAL & CHEMICAL PROPERTIES	C	REVIEW AND CHECK MATERIAL CERTIFICATE	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE	√	v	v	v				
		GALVANIZING	C	COATING THICKNESS	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING	MATERIAL TEST CERTIFICATE		v	v	v				
Manufacturer Name and Signature with stamp				LEGENDS: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION CLASS OF CHECK: A- CRITICAL, B- MAJOR AND C- MINOR. CLASS 'A' SHALL BE WITNESSED BY NTPC, CLASS "B" SHALL BE WITNESSED BY BHEL, CLASS "C" SHALL BE WITNESSED BY MANUFACTURER. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER				DOC. NO.: QA/Doc REV-00 CAT.....							
								APPROVED BY				SEAL			

Manufacturer Name & Address:-			QUALITY PLAN FOR ACC FAN GUARD					Project Name: North Karanpura Package : ACC - TG Contract No: 4410-001-110 Main Contractor: BHEL, Haridwar					
BHEL	Manufacturer Name	ITEM	Fan Guard Assy			QP NO.	QA/BI/QP/ACC FAN GUARD						
		DRG. NO.	As per PO	AS PER PO.		REV.	0						
		SPEC.		AS PER PO.									
		REV.					0						
						PAGE 2 OF 2							
SL. NO.	COMPONENTS & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	D	AGENCY			REMARKS
										M	B	N	
VII	H T FASTENERS	MECHANICAL & CHEMICAL PROPERTIES (TENSILE STRENGTH, HARDNESS, SHEAR STRENGTH)	C	Review and check Material Certificate	1/LOT	MATERIAL SPECIFICATION AS PER APPROVED DRAWING		MATERIAL TEST CERTIFICATE	√	V	V	V	
		VISUAL AND CONTACT SURFACE CHECK FOR HIGH STRENGTH BOLTS		Visual	1%	FICTION FACE SHALL BE SMOOTH, DRY AND CLEAN, ANY RAG, WELDING SPATTER, BURRS, SINTER, DIRT ARE NOT ALLOWED		FASTENERS INSPECTION REPORT		P	V	V	
		DIMENSIONAL		MEASURE (Check the dimension of Bolts. Nut & wisher)	1%	AS PER APPROVED DRAWING		FASTENERS INSPECTION REPORT		P	V	V	
2	INSPECTION OF MATERIAL												
VIII	FAN GUARD ASSEMBLY	FAN GUARD DIMENSIONS	C	CHECK THE DIMENSION OF FAN BELL ASSEMBLY	100% (BY MANUFACTURE R)	AS PER APPROVED DRAWING OF FAN BELL		FAN BELL ASSEMBLY REPORT	√	P	V	V	
		VISUAL CHECK FOR FINISH	C	VISUAL	100%	SURFACE SHALL BE SMOOTH, PLAIN, AND FREE FROM DENT		FAN BELL ASSEMBLY REPORT		P	V	V	
NOTE:- Vendor to ensure compliance of attached check list. Clauses (as applicable) shall be endorsed by both i.e. TPIA and respective vendor during inspection activities at vendor works.													
<div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  <p>Digitally signed by Sugandh Agarwal Date: 2018.10.10 15:58:08 +05'30'</p> </div> <div style="text-align: center;">  <p>Digitally signed by Manindra Kumar Date: 2022.01.24 15:00:06 +05'30'</p> </div> </div>													
Manufacturer Name and Signature with stamp				LEGENDS: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION CLASS OF CHECK:A- CRITICAL, B- MAJOR AND C- MINOR. CLASS 'A' SHALL BE WITNESSED BY NTPC, CLASS "B" SHALL BE WITNESSED BY BHEL, CLASS "C" SHALL BE WITNESSED BY MANUFACTURER. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER						DOC.NO.: QA/Doc REV-00 CAT..... APPROVED BY			
													SEAL

CHECK LIST

Name of item:

Drawing no.:

Name of vendor:

Date and Place of inspection:

Sl. No.	Characteristics / Checks (as applicable)	(Yes/No)		Remarks
		Vendor	TPIA	
1.	Are all dimensions of drawing checked?			
2.	Are technical requirements mentioned in drawing complied?			
3.	Is NDT performed and found OK?			
4.	Is soundness of weld seams (subjected to leakage test at site) ensured? <ul style="list-style-type: none"> • Weld seam of ring with header pipe • Weld seam between tube bundle and tube sheet 			
5.	Is weld edge made as per drawing?			
6.	Are stiffeners / supports provided for maintaining shape of large diameters items?			
7.	Are sizes of different welding as per drawing?			
8.	Is any bulging seen in fan ring (FRP) material?			
9.	Are holes size and their spacing as per drawing?			
10.	Are profiles of segments as per drawing (e.g. coplanar or as per drawing)?			
11.	Is assembly complete as per drawing?			
12.	Is chequered plate bend as per drawing?			
13.	Are items identified?			



 21/12/2024
 (GHEI, HWRJ)



 22/12/2024
 (TPJA)

(Signature of Vendor)

(Signature of TPIA)

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____ (“Effective Date”) by and between
M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of --- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d)The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) 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 or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

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

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other 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 at ----- **(Insert the name of the city/town of the concerned BHEL Unit/Division).**

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the BHEL Unit/Division is located)**

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address:

Sample Format for Certification under preference to Make in India order

(To be provided from the Statutory Auditor or Cost Auditor of the Company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies))

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the items _____ offered by us against Enquiry No. _____ is _____% (percentage).

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

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

Authorised Signatory.