



BHEL Tender Enquiry No. B/4011/2023/4303/V for the requirement of Vacuum Breaker Valve with spares for Mahan project on GeM Portal

LIST OF ENCLOSURES

	<u>Document</u>	<u>Number of pages</u>
1.	PRE-QUALIFICATION REQUIREMENT	02
2.	BUYER SPECIFIC TERMS & COND SPECIAL CONDITIONS OF TENDER	07
3.	MADE IN INDIA DECLARATION FORMAT	01
4.	BHEL Quality plan no QA_BI_QP_113_Mahan	02
5.	FCA FORMAT	07
	TOTAL PAGES	19

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Pre-qualification requirement of "Vacuum Breaker valve with pneumatic actuator",**material codes W90313244189, W90313244154**

Sl. No.	<u>Pre-qualification requirement</u>	Vendor's response (Yes/No)
1	<p>The vendor should have the experience of manufacturing & supply of "Vacuum Breaker valve with pneumatic actuator" for at least one Steam turbine unit of thermal power plant, with technical parameters listed at point (i) to (vii) below, during last 10 years from the date of issuance of enquiry. The vendor to confirm.</p> <p>i) Valve Type: Butterfly Valve of size 6" or above</p> <p>ii) Operating medium: Air at inlet and Wet Steam at outlet</p> <p>iii) Valve should be suitable for operation medium temperature: $\geq 60^{\circ}\text{C}$</p> <p>iv) Operation Pressure: ≥ 1 bar (a) at inlet and ≤ 0.3 bar (a) at outlet</p> <p>v) Valve shall conform to Gas & Liquid tightness according to DIN 3230 Leakage rate 1 or Leakage class V according to ANSI-FCI/equivalent or better leakage class</p> <p>vi) Valve operating time: $t \leq 2.4$ sec</p> <p>vii) Actuator shall be Pneumatically operated with Solenoid Valve at 24 V DC</p> <p>In support of experience, vendor to submit details of their past supply in the experience list format as per Annexure-1 (copy enclosed).</p>	
2	<p>The supplied "Vacuum Breaker valve with pneumatic actuator" (referred at point 1 above) should have satisfactory operation in at least one Steam turbine unit, for minimum one year as on date of issuance of enquiry. The vendor to confirm.</p> <p>In support of above vendor to submit the following:</p> <p>A. GA drawing & datasheet of supplied Vacuum breaker valve;</p> <p>B. Either of the following:</p> <p>a)- Copy of Purchase order, Test reports</p> <p>b)- Commissioning protocol of supplied valve at project site.</p> <p>OR</p> <p>c)- Certificate of satisfactory operation from their client / end user.</p> <p>For vendors who have supplied "Vacuum Breaker valve with pneumatic actuator" (as per Sl. No. 1 above) earlier to BHEL, Haridwar may inform P.O. no. only.</p>	
3.	<p>In case, bidder is authorized supplier of the "Vacuum Breaker valve with pneumatic actuator" bidder to also provide authorization letter from the OEM in support of the same. However, OEM should meet the qualification criteria mentioned at sl. no. 1 & 2 above.</p>	

Notes:

- Against vendor's replies, BHEL reserves the right to ask for more information / documents/clarifications.
- 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 from sl. no. 1 & 2).
- In case of information/data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above item.

Dy. Manager /CIE

अंजनी कुमार
22/04/24

AGM/CIE

शारदा
22/4/24

Manager /STE-TG

22.04.24

AGM/STE-TG & TM

22/04/2024

Annexure-1
Experience list format

Sl. No.		BHEL requirements	Vendor's Response
1.	Name of the project and its Location		
2.	Client name and its address, Fax no. & Tel. No.		
3.	Name and designation of the responsible person in client's organization & e-mail address		
4.	Contract (P.O.) No. & Date		
5.	Name plate rating in MW of unit	*	
6.	Date of supply	Should not be prior to 10 years from the date of issuance of enquiry	
7.	Brief Scope of work		
8.	Manufactured by		
9.	Butterfly valve	6" or above	
10.	Valve should be suitable for operation medium temperature	≥ 60°C	
11.	Operation Pressure	≥ 1 bar (a) at inlet and ≤ 0.3 bar (a) at outlet	
12.	Leakage Class	Valve shall confirm to Gas & Liquid tight according to DIN 3230 Leakage rate 1 or Leakage class V according to ANSI-FCI/equivalent or better leakage class	
13.	Operating medium	Air at inlet and Wet steam at outlet	
14.	Valve operating time	t≤2.4 sec	
15.	Type of Actuation	Actuator shall be Pneumatically operated with Solenoid Valve at 24 V DC	
16.	Application	Steam turbine unit of Thermal power plant	
17.	Year of Successful operation of Vacuum Breaker valve with pneumatic actuator as on date of issuance of enquiry	1 year (Min.)	
18.	Copy of purchase order, test certificates & commissioning protocol. OR Certificate of satisfactory operation from their client /end user certificate. Further experience certificate shall contain at least the following information: i. Name of supplier ii. Name of power plant & Unit rating (in MW) in which Vacuum breaker valve(VBV) is installed iii. Performance status of VBV iv. Date of commissioning of VBV /Power plant start date/ plant synchronization date vi. Date of issuance of certificate	To be furnished by the vendor	
19.	Copy of G.A. drawing & datasheet of Vacuum Breaker valve with pneumatic actuator duly mentioned with all applicable dimensions.	To be furnished by the vendor	

Note:

- (i)- Vendor to mandatorily fill the applicable data in the format given above.
(ii)- Further the data against sl. no. 5 (marked as *) is required for reference.

अंजली गुप्त

(Handwritten signature)

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS

**ITEM NAME: VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR PACKAGE AND ITS MANDATORY SPARES
PROJECTS: PROJECTS: PROJECTS: 2X800 MAHAN MW M.P.**

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of **VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR** and its **Mandatory Spares for Mahan PROJECT** as per requirement mentioned below:

Sl. No.	Project	Material Code	Item Description	Total Quantity	Delivery Schedule
1.	MAHAN Unit-1 Project	W90313244154 DRG: 11324458000 00 REV: 02	VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR	02 Set	03.11.2025
2.	MAHAN Unit-2 Project	W90313244154 DRG: 11324458000 00 REV: 02	VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR	02 Set	03.03.2026
3.	MAHAN Project Spares	W99313244144 DRG: 31324458012 REV:00	MANDATORY SPARES FOR VACUUM BREAKER VALVE	01 ST	03.05.2026
4.	MAHAN Project Spares	W99318128045	SOLENOID VALVE FOR VACUUM BREAKER VALVE	01 NO	03.05.2026
5.	MAHAN Project Spares	W99318128053	LIMIT SWITCH FOR VACUUM BREAKER VALVE	01 NO	03.05.2026

2. Project Detail:

Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X860 MW MAHAN PROJECT
Consignee Address	Mahan Energen Limited. 2x800 MW (Phase-II) Thermal Power Project Village: Bandhaura, Karsulal Tehsil: Waidhan, District. Singrauli-486886 (Madhya Pradesh)

3. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

Sl. No.	Terms	Description	Supplier confirmation
1.	Documents Checklist:	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none"> Buyer Specific T&C. Technical PQR & its supportive document. Technical drawing & purchase specification. Quality plan. Certificate/self-certification for minimum local content as per PPP-MII order. <p>Please note that technical documents shall be shared against submission of FCA (FCA</p>	

		copy enclosed) .	
2.	Compliance of GTC on GeM	General Terms and Conditions on GeM 4.0 (Version 1.13) Dt. dt 29.11.2023 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm that the same is acceptable to you for this tender.	
3.	Customer approval requirement	End User approval is mandatory requirement for considering your offer in this tender. Kindly submit your credentials with all supporting documents along with your offer for take up your approval with End User. Price bid of the offer of only those bidders who will be approved by the End User will be considered for price bid opening.	
4.	Pre- Qualification Requirements	The Pre-Qualification Requirements have been compiled. 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.	
5.	Make in India Clause	"For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NIT As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry. For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Annexure-B of the tender	
6.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
7.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm. The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.	
8.	Prices/Basis of Quotation	Prices: The offered prices of the items shall remain firm and fixed at any point of time and shall be indicated in INR for each accounting unit. Ensure to quote your price inclusive of packing, forwarding, Freight & GST for Total quantity on GeM portal. Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.	

		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.									
9.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes together with total cost involved for delivery up to BHEL project site (considering material cost, taxes & duties and Freight charges up to Project site).									
10.	Evaluation Currency	The evaluation currency for this tender shall be INR.									
11.	Payment terms:	The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) /confirmation of receipt of material at project site as per the below details: <table border="1" data-bbox="370 737 1242 907"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> Subject to submission of non-discrepant documents.	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										
12.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
13.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
14.	Delivery Period	Please quote your lot wise delivery completion period in line with BHEL project site requirement as mentioned in sl.no1&2 " of this ATC in number of weeks/months from the date of Purchase Order. For Mandatory spares (i.e. sl.no. 3 to 5 of para 1 of this ATC)- Delivery mentioned in enquiry is indicative delivery. Actual delivery shall be taken up BHEL as per site requirement and clearance from customer, please confirm									
15.	Engineering Document/ Drawing approval conditions	Technical documents/ drawings required with the offer THE VENDOR TO ENSURE COMPLETENESS OF THEIR OFFER AS PER CLAUSE-E OF BHEL DRG . NO. 1-13244-58000 REV.01 & SUBMIT YOUR OFFER ACCORDINGLY. Kindly confirm to PROVIDE 3D MODELS FOR THE SUPPLIED EQUIPMENT ASSEMBLIES (HAVING ALL THE COMPONENTS INCLUDED) COMPLETE WITH ALL CONNECTION POINTS/INTERFACE FOR THE PURPOSE OF 3D POWER PLANT LAYOUT TO BE DONE BY BHEL AS PER CUSTOMER SPECIFICATION REQUIREMENTS. THE FILE FORMAT OF 3D MODEL SHALL BE ".STP". Drawings/Data sheets/documents/ HOOK-UP DIAGRAM/QAP as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 03 weeks 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 30 days of their receipt. In case of delay on account of BHEL only, delivery shall be re-scheduled. However, vendor to dispatch material as per PO conditions. Please confirm									
16.	INSTRUCTION RELATED TO LABELLING	All field equipment including local instruments, transducers, valves, actuators, sensors, junction boxes and cabinets shall have name plates with the instrument tag number and description in English language. The nameplates shall be fixed to the mounting plate, the mounting brackets or junction box. Loosely attached name plates by wires are not acceptable. Label material and writing shall be									

		selected to withstand the environmental conditions where they are mounted. The label size and fixing place shall be selected to allow easy reading.	
17.	Painting instruction	Kindly confirm the following packing instruction; i- ALL THE EQUIPMENT & ITEMS SHALL BE PAINTED WITH COATING SYSTEM C-4 ENVIRONMENT CLASSIFICATION AS PER PAINTING SPECIFICATION AS INDICATED IN ANNEXURE-1 (TECHNICAL SPECIFICATION FOR PAINTING & COATING OF EQUIPMENT & STRUCTURE). TOTAL PAINT DFT 225 MICRON MINIMUM. ii- ADDITIONAL TOUCH-UP PAINT (5% OF TOTAL FINISH COAT QUANTITY) TO BE SUPPLIED BY THE VENDOR.	
18.	Recommended Spares	Please submit item wise price list of each item referred in BHEL Drawing no 4-13244-58005 (Recommended Spare Parts). These prices shall be used for our reference and future ordering (if required) and not to be considered for Evaluation.	
19.	SPECIAL INSTRUCTION	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers. Please note and confirm.	
20.	Packing and Storage	Kindly confirm the following packing & storage requirements; <ul style="list-style-type: none"> All the equipments/items shall be supplied in closed steel boxes/closed wooden boxes with steel cover sheet. packing boxes should be rain proof. Kindly confirm. Packaging of item should be done in such a way that it should not require any internal package inspection for at least one year. Packing box of mandatory spares shall be painted with green color for easy identification at project site. Main Valve & mandatory spares are to be packed separately with identification mark. Storage & Handling instructions of the equipments shall be furnished by the vendor separately and 2 copies of the same shall be supplied to site along with main equipments. 	
21.	Liquidated Damages (LD) for late delivery	Liquidated Damages for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise total order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise total order value". " . Kindly confirm.	
		The date of LR//GR would be treated as the date of delivery for penalty purposes.	
22.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) end customer. For issuance of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC. After receipt of complete quality documents / TCs, minimum 7 days would be required by BHEL for issuance of MDCC. Material shall be dispatched within 7 days from the the date of issuance of MDCC.	
23.	Force Majeure	Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either	

		<p>party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).</p> <p>In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:</p> <p>a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).</p> <p>b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.</p> <p>c) Rebellion, revolution, insurrection, civil war etc.</p> <p>d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.</p> <p>e) Riots, commotions, strike unless restricted to the employees of supplier.</p> <p>f) Acts of terrorism.</p> <p>Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.</p> <p>h) Cancellation of contract by customer.</p> <p>i) Change in law / government. Regulation making the performance impossible.</p> <p>j) Pandemic or Epidemic.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.</p> <p>Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.</p> <p>As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.</p> <p>The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:</p> <p>a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.</p> <p>b) mitigate the effect of any Force Majeure Event and</p> <p>c) Comply with its obligations under this Agreement.</p> <p>If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.</p>	
24.	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</p>	

		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 ”	
25.	Risk Purchase and Breach of contract.	<p>In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment 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.</p> <p>In case of breach of contract, an amount equivalent to 10% of the contract value would be recovered. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>	
26.	Arbitration/settlement of disputes clause	In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substitutive law of India.	
27.	Operation & Maintenance Manual	Kindly confirm that in the event of ordering O&M manuals will be provided in 22 nos. of Hard Copies and 04 CD ROMs to BHEL Haridwar & 03 NOS of hard copies & 01 CD ROM of O&M Manuals shall be supplied along with the equipment and description of the same should be mentioned in packing list.	
28.	Guarantee	<p>Guarantee shall be 24 months from the date of shipment. Guarantee certificate shall be provided by vendor along with shipping documents. Please confirm.</p> <p>In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</p> <p>BHEL reserve the rights to reject the offers having lesser guarantee period as mentioned above.</p>	
29.	Quality Requirements	<p>Please confirm acceptance for BHEL approved Quality Plan NO. QA/BI/QP/113 (Rev. 01). Please submit endorsed copy of the same.</p> <p>Inspection shall be done by as per BHEL nominated inspection agency M/s Intertek as per BHEL approved QP NO. QA/BI/QP/113 (Rev. 01). Please confirm.</p> <p>For Spares: Kindly confirm that Testing and Certification along with interchangeability certificate shall be done & provided as per BHEL SQP BHEL QA/BI/QP/113. If item appear in QP. If item does not appear in BHEL SQP QA/BI/QP/113. Certificate of Compliance along with interchangeability certificate shall be provided.</p>	

		Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only. Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection.	
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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 submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing “quoted” in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of “Buyers Specific Additional Terms & Conditions (ATC)” and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) of General Terms and Conditions of GeM.
4. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
5. Please submit signed & stamped copy (each page) of QAP No. QA/BI/QP/113 (REV. 01).
6. Updated MSE/UAM certificate (if any).
7. Self-certification of Local content as per PPP-MII Order-2017 as per enclosed format .

Format for Self Certification under preference to Make in India order

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.

Sign & Stamped of the supplier

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY PROJECT: MIS MEL 2X800 MW (PHASE-II) MAHAN THERMAL BHEL POWER PROJECT, SINGRAULI, MP			
VENDOR'S NAME		VACUUM BREAKER VALVE		OP NO.	QA_BI_QP_113_PBNCH	MAHAN			
BHEL		AS PER PO		DATED	14.03.2020				
DRG. NO.		AS PER PO		Page 1 of 2					
SPEC.		AS PER PO							
REV		As per PO							
CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFERENCE DOCUMENT	
3		4		5		6		7	
COMPONENT & OPERATIONS		3		4		5		6	
2		3		4		5		6	
1		3		4		5		6	
ACCEPTANCE NORMS		8		9		D		10	
REMARKS		I1							

SL. NO.	CONTRACTOR: BHEL, Hardwar	FORMAT OF RECORDS	ACCEPTANCE NORMS	TEST CERTIFICATE	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	MECHANICAL PROPERTIES	ONE PER HEAT	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	TEST CERTIFICATE	FORMAT OF RECORDS	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.0 RAW MATERIALS & BOUGHT OUT ITEMS													
1.1	BODY, BONNET PLUG, SEAT & PRESSURE CONTAINING FASTENERS	MECHANICAL PROPERTIES	MA	MATERIAL PROPERTIES	ONE PER HEAT	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	100%	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	TEST CERTIFICATE	P	V
1.2	ACCESSORIES LIKE SOLENOID VALVE, SWITCH ETC	CHEMICAL ANALYSIS	MA	CHEMICAL TESTING	ONE PER HEAT	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	100%	APPROVED DATA SHEET / ASTM STD	APPROVED DATA SHEET / ASTM STD	TEST CERTIFICATE	P	V
2. IN PROCESS INSPECTION													
2.1	BODY, BONNET PLUG, SEAT RINGS AFTER MACHINING	DIMENSIONAL CHECK	MA	MEASUREMENT	100%	DRG.	DRG.	100%	DRG.	DRG.	TEST CERTIFICATE	P	V
2.2	HARD FACE D TRIM PARTS	LIQUID PENETRANT TESTING	MAJOR	SURFACE DEFECTS	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	P	V
2.3	PNEUMATIC ACTUATOR	HARDNESS	MAJOR	HARDNESS	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	P	V
2.3	PNEUMATIC ACTUATOR	LEAKAGE TEST WITH SOAP BUBBLE	MAJOR	LEAKAGE	100%	VENDOR STANDARD	NO LEAKAGE	100%	VENDOR STANDARD	NO LEAKAGE	TEST CERTIFICATE	P	V
3.0 FINAL INSPECTION & TESTING													

Digitally signed by SUGANPRILEGEND: AGARWAL RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY		FOR CUSTOMER USE	
Date: 20/03/2020 13:49:28		APPROVED BY	
MANUFACTURER/SUBCONTRACTOR		DEEPAK V15	
N: CUSTOMER		28/8/23	
INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		(PK Bansal)	
ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		BHEL, Haridwar	

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY		PROJECT: MS MEL 2X800 MW (PHASE-II) MAHAN THERMAL POWER PROJECT, SINGRAULI, MP		
BHEL		VACUUM BREAKER VALVE		OP NO.	QA_BI_OP_113_PENGEH	BHEL		2X800 MW ULTRA SUPER CRITICAL THERMAL POWER PROJECT, MAHAN (PHASE-II), SINGRAULI, M.P.		
VENDOR'S NAME		AS PER PO		DATED	14.03.2020	MAHAN		PACKAGE: MAIN PLANT PACKAGE		
DRG. NO.		AS PER PO		Page 2 of 2		CONTRACTOR: BHEL, Haridwar		REMARKS		
SPEC.		AS PER PO								
REV		As per PO								
COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		REFERENCE DOCUMENT		FORMAT OF RECORDS		
2		3		4		7		M B N		
1		5		6		8		D		
		6		7		9		10		
		7		8		9		11		

SL. NO.	DESCRIPTION	HYDRO TEST	MAJOR	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	ACCEPTANCE NORMS	AGENCY	REMARKS
1	2	3	4	5	6	7	8	9	10	11	
3.1	PERFORMANCE TEST ON ASSEMBLED VALVE	HYDRO TEST	MAJOR	HYDRO TEST	100 %	ANSI B 16.34, APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	APPROVED DATASHEET / DRAWING	P	W
3.2	SEAT LEAK TEST	SEAT LEAK TEST	MAJOR	LEAK TEST	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	APPROVED DATASHEET / DRAWING	P	W
3.3	PERFORMANCE TEST OF VALVE	PERFORMANCE TEST OF VALVE	MAJOR	CALIBRATION (HYSTERISIS TRAVEL), OPEN & CLOSE TIME	100%	APPROVED DATASHEET / DRAWING	APPROVED DATASHEET / DRAWING	TEST CERTIFICATE	APPROVED DATASHEET / DRAWING	P	V
3.4	PACKING TIGHTNESS	PACKING TIGHTNESS	MAJOR	GLAND LEAK TEST	100%	VENDOR STANDARD	VENDOR STANDARD	-	VENDOR STANDARD	P	V
4.0	PRESERVATION & PACKING										
4.1	FINAL INSPECTION	OVERALL DIMENSIONS	MAJOR	VISUAL & DIMENSIONAL	100%	APP. GA DRG.	APP. GA DRG.	TEST CERTIFICATE	APP. GA DRG.	P	W
		CLEANLINESS, STAMPING ETC.	MAJOR	VISUAL	100 %	AS PER SPEC & APPROVED DRG.	AS PER SPEC & APPROVED DRG.		AS PER SPEC & APPROVED DRG.	P	W
4.2	PAINTING	PAINT FINISH, COLOUR, SHADE	MAJOR	VISUAL & DFT MEASUREMENT	100%	AS PER APPROVED DRG / DATASHEET	AS PER APPROVED DRG / DATASHEET		AS PER APPROVED DRG / DATASHEET	P	V
4.3	PACKING	PACKING LIST, SAFETY	MAJOR	VERIFICATION	100%	BHEL SPEC	BHEL SPEC	PACKING LIST	BHEL SPEC	P	

Digitally signed by SUGANDH AGARWAL		FOR CUSTOMER USE	
Date: 2020.03.13 13:49:38		APPROVED BY	
LEGEND: A: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. B: BHEL / NOM. INSPECTION AGENCY M: MANUFACTURER / SUBCONTRACTOR N: CUSTOMER		28/8/23	
INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		BHEL	
ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER			

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: