




TD-106-3 Rev-5	Form No.		PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD		No: HE 51516	
<p style="text-align: center;">COPYRIGHT AND CONFIDENTIAL</p> <p style="text-align: center;">The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company</p>			NAVAL BRASS TUBE PLATE			REV. NO. 00
			<p>1.0 GENERAL:</p> <p>This specification governs the quality requirements Naval brass tube plates.</p> <p>2.0 APPLICATION: Used as tube plates for condensers and heat exchangers.</p> <p>3.0 CONDITION DELIVERY:</p> <p>Hot rolling and finished by such cold working and annealing as may be necessary to achieve the required dimension and properties.</p> <p>4.0 MATERIAL: SB-171M C46400 (specification for Copper alloy plate and sheet for pressure vessels, condensers and heat exchangers) of ASME SEC-II Part-B latest code & addenda.</p> <p>5.0 DIMENSION AND TOLERANCES:</p> <p>5.1 Sizes:</p> <p>Plates shall be supplied to the dimensions specified in enquiry/drawing</p> <p>5.2 Tolerances:</p> <p>Unless otherwise specified tolerances on thickness, diameter, length or width and flatness shall as per SB-171M of ASME SEC-II Part-B latest code & addenda.</p> <p>6.0 FREEDOM FROM DEFECTS:</p> <p>The plates shall be clean, smooth, without any roller marks sound free from seams, laminations, porosity cracks and other injurious defects.</p> <p>7.0 NON DESTRUCTIVE TEST:</p> <p>Plates (For all thickness) shall be ultrasonically tested as per SA-578 and acceptance standard level-B of SA-578M of ASME SEC-II Part-A latest code & addenda.</p> <p>8.0 CHEMICAL COMPOSITION:</p> <p>The material shall conform to the chemical compositional requirements of SB- 171M of ASME SEC-II Part-B latest code & addenda.</p>			Page 1 of 4
			Ref.Doc	Revision: Refer to record of revisions	Prepared: S.S.R	Approved: A.C.S

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			<p>9.0 TEST SAMPLES:</p> <p>9.1 For chemical analysis:</p> <p>9.1.1 When samples are taken at the time when the castings are poured, at least one sample shall be taken from each group of castings poured simultaneously from the same source of molten metal.</p> <p>9.1.2 When samples are taken from the semi-finished product, one sample shall be taken to represent each 4550kg or fraction thereof except that not more than one sample shall be required per piece.</p> <p>9.2 For tensile test: One tensile test sample shall be taken from each rolled plate.</p> <p>10.0 MECHANICAL PROPERTIES:</p> <p>The test pieces shall follow the Mechanical properties as per SB-171M of ASME SEC-II Part-B latest code & addenda.</p> <p>11.0 DOCUMENTS TO BE FURNISHED:</p> <p>The following documents shall be furnished along with the offer/supply:</p> <ol style="list-style-type: none"> 1. A process chart clearly indicating the sequence of manufacture. 2. Heat treatment details. 3. UT Certificate. <p>12.0 INSPECTION AT SUPPLIERS WORKS:</p> <p>BHEL Representative shall have free access at all times until work on contact of BHEL's representative all reasonable facilities without charge to satisfy the latter that the material is being furnished in accordance with this specification.</p> <p>13.0 RETEST:</p> <p>Retesting, if needed shall be done as per ASME SB-171M.</p> <p>14.0 TEST CERTIFICATES:</p> <p>Three copies of test certificates shall be supplied, unless otherwise specified on order.</p> <p>In addition, the supplier shall ensure to enclose one copy of the test certificate along with their dispatch documents to facilitate quick clearance of the material.</p> <p>The test certificate shall bear the following information;</p>		
Ref.Doc	Revision: Refer to record of revisions	Prepared: S.S.R	Approved: A.C.S	Date: 15.10.2013	

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	Rev. No.	Date	Revision details	Revised	Approved
	00	15.10.2013	First Issue	S.S.R	A.C.S

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Bharat Heavy Electricals Limited

Ramachandrapuram, Hyderabad 502032, India.

Pre- Qualifying criteria for supply of Naval Brass solid plates – Reg.

Clause wise response of vendor is necessarily to be submitted for technical evaluation of technical bid.

SI NO	Description	Vendor's response	Details of the documents enclosed, if any
1.1 General Requirements			
1.1.1	The manufacturers or their authorized principals who are submitting the offer shall have in-house melting, rolling, heat treatment and testing facilities suitable for the manufacturing & testing of all plates as per this enquiry. Details of testing if any are outsourced, the same shall be clearly mentioned in the offer.		
1.1.2	The offer shall be accompanied with relevant list of the in-house manufacturing and testing facilities which must contain details of melting, refining furnaces, hot rolling facilities, heat treatment facilities, testing facilities and their capacities / ranges etc. Company catalog or website address, which includes these details, may be provided as an alternative.		
1.1.3	Vendors to confirm that they will meet all the requirements of BHEL specification provided with the enquiry. All clauses of BHEL specification shall be confirmed explicitly.		
1.1.4	The vendor must have experience of manufacturing and supplying plates of the corresponding standards and grades as mentioned in the enquiry. In addition, the TCs submitted, as evidence must include same or lesser thickness with respect to lowest quoted plate thickness and 25mm or higher thickness with respect to highest quoted plate thickness as per the enquiry. For length and width, the test certificate should have same or greater length or width than highest quoted thick plate. At least one copy of the mill/matrix test certificates for the same grade supplied by them to other customers shall be submitted along with the offer. a) The date of the issue of "Test certificate" shall not be older than 6 years from the NIT date. b) The mill test certificate shall include the results / reports for all the tests like Chemical, Mechanical and NDT etc., as required by BHEL Specification applicable to the present enquiry. c) The test certificates submitted as an evidence of the past experience of the manufacturer must indicate the compliance to the supplementary requirements (if any). d) This compliance may be met though MTCs submitted against a single Customer Order or multiple Customer Orders. Note: i) The test certificate submitted for Naval brass plates may be considered as an experience evidence upto same thickness, width and length.		



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1.1.5	The vendors shall furnish the detailed process of manufacturing and testing procedures along with the offer.		
1.1.6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding.		
1.1.7	BHEL team may carry out vendor evaluation/assessment(in case of a new vendor) by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit		
1.1.8	The vendors shall register with BHEL through online vendor registration portal available in BHEL website (www.bhel.com) and submit the application online against PMD D.FO.006. Copy of the same shall be submitted along with the offer. (Applicable for vendors who are not registered in BHEL -HPEP, R. C. Puram against the subject item PMD)".		



BHARAT HEAVY
ELECTRICALS LIMITED
R.C.PURAM, HYDERABAD

STANDARD QUALITY PLAN FOR VENDOR ITEMS
ITEM: NAVAL BRASS TUBE PLATE
BHEL SPEC: HE 51516 Rev.00 /AS PER PO
DRGG:AS PER PO
PROJECT : GAIL INDIA

QP. NO: HY/QA/VSQP/TCMO/012
Rev. No. : 03
DATE: 22.04.2024
PAGE 1 OF 3

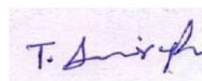
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	* D	Agency			Remarks
										P	W	V	
1.0	AT SUPPLIERS WORKS												
1.1	PLATES	CHEMICAL COMPOSITION	MAJOR	CHEMICAL	AS PER SPEC.	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	SUPPLIERS TC	✓	2		1	
1.2		REVIEW OF HEAT TREATMENT CHART	MAJOR	REVIEW	100%	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	HT CHART	✓	2		1	
1.3		MECHANICAL PROPERTIES	MAJOR	MECH.	AS PER SPEC.	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	SUPPLIERS TC	✓	2	1		
1.4		UT EXAM. OF PLATES AFTER MACHINING	MAJOR	NDE	100%	SA 578	LEVEL B OF SA 578M	SUPPLIERS TC	✓	2	1		NOTE 1
1.5		VISUAL EXAM AND DIMENSIONS	MAJOR	VISUAL & MEASURT.	100%	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	SUPPLIERS TC	✓	2	1		CHP
1.6		FLATNESS	MAJOR	MEASURT.	100%	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	SUPPLIERS TC	✓	2	1		
1.7		VERIFICATION OF TCS, IDENTIFICATION OF MATERIAL FOR COMPLETION AS PER SPEC. & QP	MAJOR	VISUAL	100%	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	MATERIAL GRADE AS PER DRG & BHEL SPECIFICATION	SUPPLIERS TC		2		1	

LEGEND:
P: - PERFORM, W: - WITNESS, V: - VERIFICATION,
INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.
* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

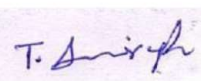
PREPARED BY:



ALOK BEHERA
MGR / QA

APPROVED BY:


T MUNIRAGHAVULU
AGM/QA

APPROVED BY:


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MUNIRAGHAVULU
AGM/QA


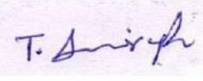
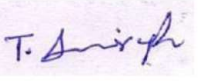
		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HY/QA/VSQP/TCMO/012 Rev. No. : 03 DATE: 22.04.2024 PAGE 2 OF 3					
				ITEM: NAVAL BRASS TUBE PLATE BHEL SPEC: HE 51516 Rev.00 /AS PER PO DRGG:AS PER PO PROJECT : GAIL INDIA									
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	* D	Agency			Remarks
										P	W	V	
1.8		PACKING AND MARKING	MAJOR	VISUAL	100%	P.O., DRG. & BHEL SPEC.	P.O., DRG. & BHEL SPEC.	SUPPLIERS TC	✓	2		1	NOTE 4
2.0	AT BHEL												
		VERIFICATION & CORRELATION OF MATERIAL WITH TC	MAJOR	VISUAL	100%	P.O., DRG. & BHEL SPEC.	P.O., DRG. & BHEL SPEC.	INSPN. RECORD		2		1	


Notes:

- UT has to be performed on plates of all thicknesses.
- All machined surfaces to be protected by applying rust preventive coating to protect from rust for a minimum period of 6 months.
- All requirements as per BHEL approved specification & drawing/datasheet are to be complied with.
- Pre Despatch Photographs shall be included in QC Documentation.

NOTES FOR INSPECTOR - TPIA

- TPIA TO CHECK THE LATEST VERSION OF STANDARDS/DRAWINGS /TOLERANCES ETC TO BE MENTIONED IN QUALITY PLAN/DRAWING. THIS QP SHOULD BE READ ALONG WITH BHEL SPEC, BHEL DRAWINGS / APPROVED DRAWINGS, DATA SHEET, BOM AND PO
- ONLY LEVEL II & ABOVE QUALIFIED PERSON IN RESPECTIVE NDE TO VERIFY OR WITNESS THE NDT TEST REPORT/RESULTS
- INSPECTOR TO ENSURE THAT DOCUMENTS (QUALITY PLAN, DRAWINGS, DATA SHEET, PURCHASE SPECIFICATIONS, ETC) ARE AVAILABLE AS PER PURCHASE ORDER BEFORE STARTING THE INSPECTION.
- TPIA TO REVIEW ONLY THE ORIGINAL TEST CERTIFICATES ISSUED BY THIRD PARTY LABORATORIES OR SUPPLIERS.
- INSPECTION REPORTS SHALL BE SUBMITTED WITH A REMARK THAT ' COMPARED WITH ORIGINAL TEST CERTIFICATE. REVIEWED, VERIFIED AND FOUND IN ORDER '. TPIA TO ENSURE THE SAME.
- INSPECTOR TO ENSURE USE OF VALID AND CALIBRATED MEASURING INSTRUMENTS AND EQUIPMENT.
- TPIA SHALL ENSURE THAT MATERIAL TEST CERTIFICATE & TRACEABILITY RECORDS ARE AVAILABLE FOR USE OF CORRECT MATERIAL
- QUALIFICATION OF EQUIPMENT, PROCESS & PERSONNEL FOR SPECIAL PROCESSES LIKE WELDING, BRAZING, PAINTING & METAL COATING ETC.
- TPIA TO ENDORSE ON ALL CERTIFICATES WITH COMMENTS (WITNESSED OR VERIFIED) AS PER QUALITY PLAN


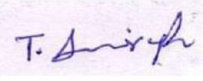
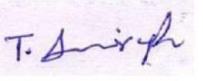
LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  ALOK BEHERA MGR / QA	APPROVED BY:  T MUNIRAGHAVULU AGM/QA	APPROVED BY:  T MUNIRAGHAVULU AGM/QA
	Format no. : HYQA/QP/VSQP Rev.02		

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HY/QA/VSQP/TCMO/012 Rev. No. : 03 DATE: 22.04.2024 PAGE 3 OF 3					
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										D	P	W	

10. TPIA SHALL ENSURE THAT LOG SHEETS CONTAIN ACTUAL MEASURED VALUES INSTEAD OF SAYING OK/NOT OK.
11. COMPLETE INSPECTION AND TEST DOCUMENTATION WHICHEVER IS IDENTIFIED WITH (v) UNDER COLUMN D OF APPROVED QULAITY PLAN SHALL BE ENCLOSED WITH THE INSPECTION REPORT. ALL TEST CERTIFICATES/ REPORTS REVIEWED AND CERTIFIED BY BHEL/TPI SHALL BE SUBMITTED TO BHEL AS DOCUMENTATION PACKAGE
12. ORIGINAL COPIES OF ALL INSPECTION AND TEST DOCUMENTS AUTHENTICATED BY TPIA SHALL BE SUBMITTED.

GENERAL NOTES

- BHEL RESERVES THE RIGHT FOR CONDUCTING REPEAT TEST, IF REQUIRED.
- BHEL APPROVED INSPECTION ENGINEERS TO BE DEPLOYED FOR INSPECTION.
- DRAWING / DATA SHEET SHALL PREVAIL OVER QUALITY PLAN IN CASE OF ANY CONTRADICTION BETWEEN QUALITY PLAN AND DRAWING / DATA SHEET.
- ALL TEST REPORTS SHALL BE PROVIDED AS PER PRESCRIBED FORMATS IN BHEL SPEC.
- ANY OTHER TESTS/ CHECKS INDICATED IN SPECIFICATION, P.O., OR DRAWING & ANY ADDITIONAL CHECKS ENVISAGED BY BHEL/TPI TO ENSURE WORKMANSHIP, FINISH, AESTHETICS, ETC. SHALL ALSO BE CONDUCTED AND WITNESSED/VERIFIED BY BHEL /TPI / CUSTOMER AS REQUIRED

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Format no. : HYQA/QP/VSQP Rev.02			

Special Conditions of Contract (SCC)

S NO	TERMS & CONDITIONS	BHEL REQUIREMENT				VENDOR 'S CONFIRMATION
		Material Code.	Material Description	QUANTITY IN No's	Special Technical requirement	
1	DESCRIPTION, SIZE & QUANTITY	HEAW33697001	NAVAL BRASS TUBE SHEET OD670X50THK	4	1) MATERIAL SHALL CONFORM TO SB171 C46400 OF ASME SEC II PART-B 2021 EDITION. 2)UT SHALL BE CARRIED OUT AS PER SA 578 OF ASME SEC-II PART-A 2021 EDITION. 3) ALL TECHNICAL REQUIREMENTS SHALL BE AS PER PRODUCT STANDARD HE51516 REV.00 4) ALL QUALITY REQUIREMENT SHALL BE AS PER BHEL QUALITY PLAN. 5)INSPECTION BY BHEL TPIA.	
		HE9751516030	NAVAL BRASS TUBE SHEET OD660X50THK	2		
		HE9751516048	NAVAL BRASS TUBE SHEET OD480X50THK	2		
2	INSPECTION & CERTIFICATION	By BHEL TPIA as per Quality plan approved by BHEL. Note: Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection.				
3	TERMS OF DELIVERY	FOR BHEL RC Puram, Hyderabad Stores.				
4	BHEL TPIA Charges	By BHEL and vendor's offer will be loaded by appropriate percentage for evaluation of offers. Currently it is 0.198%.				
5	DELIVERY	90 Days from Gem Contract date				
6	GUARANTEE	Guarantee on the supplies for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier.				
7	EVALUATION OF L1 BIDDER	Evaluation of offer will be lumsum lowest destination cost of all items to BHEL basis.				
8	PURCHASE PREFERENCE TO MSE SUPPLIER	If MSEs quoted price is within the price band of L1+15%, then L1 price shall be counter-offered to MSE vendor (if L1 is other than MSE) for supplying at least 25% of tendered value as per MSME Order dated 09.11.2018. In present case, 100% quantity shall be counter offered to MSE vendors whose price is within purchase preference of 15%.				
9	GeM BID TERMS & CONDIRIONS	Vendor shall comply with all the terms and conditions of the Gem bid.				

BUYER SPECIFIC - ADDITIONAL TERMS & CONDITIONS (ATC)		
NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column.		
Sl. No.	DETAILED TERMS & CONDITIONS	BIDDER RESPONSE
1	GENERAL INSTRUCTIONS:	
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English. All Pages of Techno Commercial Bids (Main Pages), ATC should be signed and Stamped. Prices shall be quoted both in figures and words. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status.	
B	Bidders to please note that the Terms & conditions contained in this document and ATC are to be read fully before submission of quotations.	
C	Bidders are advised to comply with ATC, should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers.	
2	Documentation for Payment	
A	Indigenous Purchase	
	Following documents shall be submitted immediately on dispatch of material to BHEL HPEP Site	
	a) Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance) b) Packing List - clearly showing number of packages, gross weight and net weight. c) Test/Warranty/Guarantee certificates, O&M Manual (If specified in ANNEXURE) d) Insurance intimation/declaration certificate e) Pre-dispatch Inspection report /Third Party Inspection Certificates. f) Consignee copy of LR signed & stamped by Customer/Site representative for DD Items g) e-waybill.	
3	Payment Terms: Following shall be the terms of Payment.	
	Indigenous:	
	a) Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days b) Medium Enterprises - 100% Direct EFT payment within 60 days c) Non MSME Bidders - 100% direct EFT Payment within 90 Days Note A) Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material. B) MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL C) The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less. D) Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. E) In case of packaged items, 10% of supply value will be retained till completion of total supplies.	
4	Excess materials supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.	
5	Rejected materials , if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.	
6	PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in Annexure G)	
	In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII. Further detailing on PBG as specified in Annexure G. The PBG shall be for the performance of the goods and shall remain binding notwithstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.	
7	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.	
8	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part	

9	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.
	BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
10	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
11	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
12	Risk Purchase clause: In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work / supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).
13	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
14	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
15	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
16	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com
17	Execution The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
18	Progress Report The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal (https://web.bhelhyd.co.in/mm/). Non updation will adversely affect service rating of bidder performance.
19	Non-disclosure Obligations Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.
20	Inspection and Testing
A	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/delivery.

B	<p>Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract.</p> <p>For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure – I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.</p>
21	Quality and Condition of the Deliverables
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
22	Packaging and Dispatch
	<p>The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied.</p> <p>Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight & net weight, dimensions (Lx B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
23	Rejected/Short shipments/ warranty/guarantee replacements
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.
24	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
25	Settlement of Disputes
	Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.
26	Conciliation clause
	<p>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this</p>
27	ARBITRATION (WITH SOLE ARBITRATOR)
	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP .</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.</p>

	The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
	Subject to the arbitration in terms of clause 45, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013- DPE(GM/FTS 1835 dated 22-05-2018.
28	Applicable Laws and jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy / Hyderabad courts, Telangana, India.
29	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/ .
30	Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

Note: Purchase officer has to fill Annexure-I while sending enquiry

Annexure-I
Timelines of activities

Enquiry/GeM Bid No

Sl. No.	Activities	Agency	Alloted Time
1	Purchase Order acknowledgement	Seller	5 days from PO
2	Correction in PO (if any)	BHEL	3 days from intimation by seller
3	Document submission(Dwg+Datasheet+QAP) if any for approval (Rev.00)	Seller	10 days from PO
4	Approval/Comment on submitted documents (Rev.00)	BHEL	7 days from Submission
5	Resubmission of documents if any for approval (Rev.01)	Seller	3 days from comments
6	Approval on submitted documents (Rev.01)	BHEL	5 days from comments
7	BHEL TPIA allocation time	BHEL	5 days from Ins.call date
8	Dispatch clearance	BHEL	3 days after receipt of BHEL TPI/Customer Cleared Test certificate (from seller)

*Delivery time shall be as per Enquiry/Bid.

#Delay if any from BHEL alltoted time shall be extended only.

Sellers Signature with stamp

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

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 Suppliers.
- 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 Contract 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 right 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 Improvements

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 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other 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 in portions on different dates, 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 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 forgoing 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 9 (f) hereinabove, the Company shall have a right to withhold, recovery 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:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp