



PPX-DABG DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEEP: HARDWAR-249 403 (Uttarakhand)  
FAX: +91 1334 226462  
TEL: +91 1334 28 5462  
E-mail: [chirag@bhel.in](mailto:chirag@bhel.in)

Ref: PPX-DABG/EOI/21-22/01

Date: 05/03/2022

**Notice Inviting Tender for empanelment of Indian manufacturers to manufacture critical components of Super Rapid Gun Mount (SRGM)**

Bharat Heavy Electricals Limited (BHEL), a leading Central Public Sector Enterprise of Govt. of India company which is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing organizations in India, catering to the core infrastructure sectors of Indian economy viz. energy, transportation, industry, non-conventional energy and Defence. BHEL has been in the business for more than 59 years and has supplied more than half of power producing equipment installed in the country. Defence and Aerospace Business Group of Heavy Electrical Equipment Plant (HEEP), one of the major manufacturing units of BHEL located at Haridwar, Uttarakhand, is manufacturing Naval Guns for Indian Navy since 1994. **We are looking for reputed Indian manufacturers to manufacture critical components of Super Rapid Gun Mount (SRGM).**

The prospective vendor will be required to sign Framework confidentiality agreement cum undertaking (FCA) & complete the Supplier Registration (online - <https://supplier.bhel.in/>, PMD category - Description "Components / Assemblies of SRGM for indigenisation & PMD no: DF155). The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness.

The offers received will be technically evaluated by BHEL & successful short listed parties will be asked to submit their detailed Techno-Commercial offers through formal NIT/Enquiry, for our future requirements. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.

**Documents as per Annexure -3 (enclosed) are to be necessarily filled and submitted along with the technical offer.**



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Only Technical BID is to be submitted along with the documents mentioned above. The envelope containing the offer shall be duly sealed and super scribed as “**Technical Offer for manufacturing of critical components of Super Rapid Gun Mount (SRGM) against Reference No. PPX-DABG/EOI/21-22/01, SUBMITTED BY (Name of company)**”.

The last date for submission of Technical offers is **26/03/2022**. The Technical Offers complete in all respect must be addressed to

**HEAD OF MATERIAL MANAGEMENT,  
Heavy Electrical Equipment Plant,  
Bharat Heavy Electricals Limited,  
HARIDWAR-249403 (Uttarakhand), INDIA.**

Technical offers should reach before **13:45 Hrs (IST) of closing date of NIT**. Late offers will not be considered in any case. BHEL will not be responsible for any type of postal delay / incomplete information from vendor. For any further clarifications, feel free to contact the undersigned.

CHIRAG GOEL Digitally signed by CHIRAG  
GOEL  
Date: 2022.03.05 15:38:02  
+05'30'  
**(CHIRAG GOEL)**  
**DY MANAGER (PPX-DABG)**

**Expression of Interest for Empanelment of Indian manufacturers to manufacture critical components of Super Rapid Gun Mount (SRGM)**

**Introduction:**

This Expression of Interest (EOI) seeks response from prospective Indian vendors who are capable of manufacturing of various assemblies of Loading Mechanism and die forged components of Super Rapid Gun Mount (SRGM) which involved a precision machining as per general standards of defence industry and are willing to associate with Bharat Heavy Electricals Limited (BHEL) – HEEP, Haridwar.

Bharat Heavy Electricals Limited (BHEL), a leading Central Public Sector Enterprise of Govt. of India company which is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing organizations in India, catering to the core infrastructure sectors of Indian economy viz. energy, transportation, industry, non-conventional energy and Defence. BHEL has been in the business for more than 59 years and has supplied more than half of power producing equipment installed in the country. Defence and Aerospace Business Group of Heavy Electrical Equipment Plant (HEEP), one of the major manufacturing units of BHEL located at Haridwar, Uttarakhand, is manufacturing Naval Guns for Indian Navy since 1994.

**Broad Scope:**

Manufacturing of critical components which involved complete manufacturing based on manufacturing documents including material sourcing from approved sources as per BHEL documents through development route. List of assemblies and items to be developed attached as Annexure-1.

The quantity of job for development will be 1 no. only. After successful trail at BHEL end, the development of manufactured item (s) shall be declared successful.

BHEL is expecting 55 nos. of same job order from its customer. BHEL presently intends to empanel a suitable Indian vendor for manufacturing these component (s) as per the response received from vendors.

Exploded view with brief description of components attached as Annexure-2. Interested Parties having proven manufacturing and machining capabilities are requested to submit their response along with required documents (Annexure-3) **latest by March 23, 2022.**

The prospective vendor will be required to sign Framework confidentiality agreement cum undertaking (FCA) & complete the Supplier Registration (online - <https://supplier.bhel.in/>, PMD category - Description "Components / Assemblies of SRGM for indigenisation & PMD no: DF155). The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness.

In case any clarification is needed, parties may contact as per following details:

<p><b>Deputy General Manager, Defence and Aerospace Business Group, Heavy Electrical Equipment Limited, Bharat Heavy Electricals Limited (BHEL), Ranipur, Haridwar, Uttarakhand. MOB: 9997387700 TEL: 01334-281209 Email: <a href="mailto:rohitb@bhel.in">rohitb@bhel.in</a></b></p>	<p><b>Dy. Manager – PPX/DABG Defence and Aerospace Business Group, Heavy Electrical Equipment Limited, Bharat Heavy Electricals Limited (BHEL), Ranipur, Haridwar, Uttarakhand. MOB: 7660015900 TEL: 01334-285462 Email: <a href="mailto:chirag@bhel.in">chirag@bhel.in</a></b></p>
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## **LIST OF ASSEMBLIES AND CRITICAL COMPONENTS**

### **1. Loading Mechanism**

#### **Details of assemblies in Loading Mechanism**

- a. Loading Tray Assy.
- b. Case Ejector Tray Assy
- c. Spent Case Check Device
- d. Case Ejection Gen. Assy.
- e. Buffer Fastening
- f. Loader Drum Assy
- g. Loading Drum Transmission Shaft
- h. Pre-Loading Station Assy
- i. Rear Cartridge Guide Assy

### **2. Close die forging component**

- a. Arm Extractors

**DETAILS OF LOADING MECHANISM ASSEMBLIES**

**LOADING SYSTEM.**

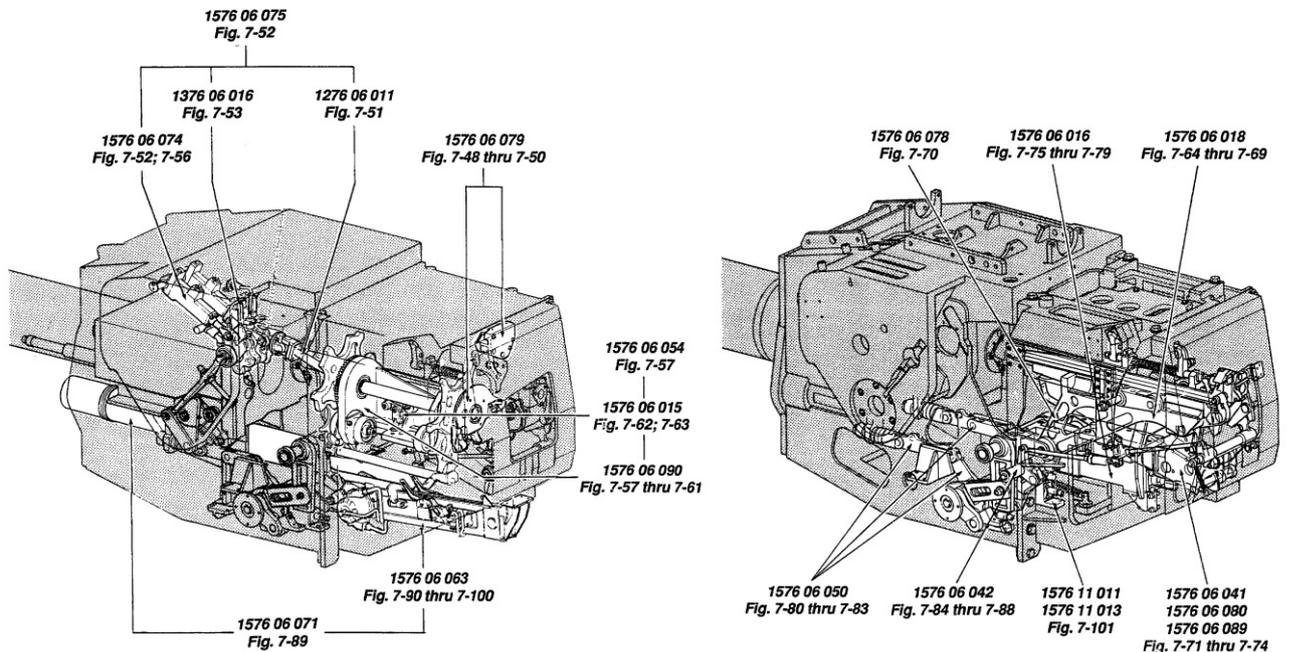
The loading system comprises those devices whose function is to load the round in barrel for firing; that is to transfer the round from the last station of the loader drum down in line with the barrel and to ram it into the gun barrel.

The loading system furthermore receives the empty case extracted from gun barrel after firing and transfers it to the case ejection system.

The loading system mainly consists of a loading tray which can assume two positions as follows:

- up, when it takes the cartridge from the loader drum and the spent case from the cartridge chamber.
- down, when it rams the round into the gun barrel and transfers the spent case to the case ejection system.

The loading tray is automatically moved in its up position by the recoiling mass during its recoil stroke through a recocking transmission and in its down position by a hydro pneumatic recuperator.



## LOADING DRUM:

Functions of the loader drum are to:

- receive the rounds transferred on the elevating mass by the rocking arms;
- transfer the rounds, parallel wise to themselves, up to the last station or to the pre-loading station (when the gun is firing at maximum rate).

Movement of the loader drum is achieved hydraulically by means of two actuator cylinders through a mechanical driving transmission.

The loader drum consists of the following components:

- loader drum structure installed on the left side of the cradle, at the loading tray side;
- round loading control mechanism complete with "Round in Last Station" and "Round in Preloading Station" interlocks, located inside the cradle in correspondence of the passageway of the round from the loader drum to the loading tray;
- loader drum operating transmission, with actuator cylinders and "Drum Rotation Completed" interlock, located above the left trunnion;
- hydraulic locking device (escapement) located in front of the loader drum structure;
- proximity fuze cut-out device located inside the cradle in correspondence with the passageway of the round.

**Loader Drum Structure.** The loader drum structure consists of two wheels, front, and rear, keyed to the ends of a support shaft.

Six spaces are machined in the wheels to mate with the contact zones of the rounds.

Spaces of front wheel are shaped and positioned so that they allow the round (when the rocking arm in the upper position descends and therefore the loader drum begins to rotate) to align (disposing itself parallel to the loader drum axis) in order that it can be taken by the space of the loader drum by the action of lever of front feed wheel.

Spaces of rear wheel have a slotted shape in order they are able to receive the round which is transported by the rocking arms, with a deg downward inclination at its front side with respect to the axis of rotation of the loader drum and subsequently, to allow the round alignment during the first phase of rotation of the loader drum.

Support shaft of the rear and front wheels brings on its front end the seat for the articulated coupling of the shaft of loader drum drive transmission.

**Loading Tray.** The loading tray is built up of a frame which carries on its upper part tray. On tray the round is transferred from the last station of the loader drum.

Tray has a longitudinal slot through which the arm of rammer passes.

On frame the seats for the linkages and for the parts which build-up the loading tray assembly are machined. On the outer sides of the frame two sliding blocks (a block each side) are secured; they position and guide the loading tray during its alternate movement inside the cradle. The two sliding blocks ride along the inner side of two guiding tracks secured to the cradle.

**Case Ejector Tray.** Case ejector tray is a tubular duct which holds the spent case extracted from the gun barrel. Case ejector tray is pivoted to the rear cradle by means of shaft and is linked to the loading tray by means of two levers; in this way the case ejector tray follows the upward and downward movements of the loading tray aligning itself with the gun barrel (when in up position) to receive the extracted spent case and with the fixed ejector tube (when in down position) to allow the spent case to be ejected out from the mount.

## **SPENT CASE EJECTION SYSTEM.**

The ejection of the spent case out from the gun mount is automatic and is completed in two stages:

- at the end of recoil stroke, the spent case is extracted from the cartridge chamber and enters the ejector tray (mobile ejection tube) connected to the loading tray;
- at the end of the lowering of the loading tray, whilst the new round is rammed into gun barrel, the spent case is ejected out from the gun mount through a tubular duct (stationary ejection tube).

The first stage is accomplished by the extractors, actuated by the breechblock opening after fire at the end of gun recoil stroke, which throw the spent case rearwards into the ejector tray aligned with gun barrel when the loading tray is up.

The second stage is accomplished by the case ejection rammer actuated by the empty case itself when carried down by the ejector tray when the loading tray is reaching its down position.

As actuated, the ejection rammer, hydraulically operated, ejects the spent case through the stationary ejection tube and the spent case ejection hatch, out from the gun mount.

The spent case trajectory out of the mount is controlled by a deflector chute, which prevents the spent case from falling overboard, and by the mobile guard which prevents the gun port shield from being struck by the spent case.

The spent case ejection system consists of the following parts:

- ejector tray;
- ejection rammer;
- stationary ejection tube;
- spent case ejection hatch;
- deflector chute; and
- mobile guard.

**Ejector Tray.** The ejector tray is a tubular duct which holds the spent case, extracted from the cartridge chamber and carries it onto the ejection rammer for its ejection out from the gun mount.

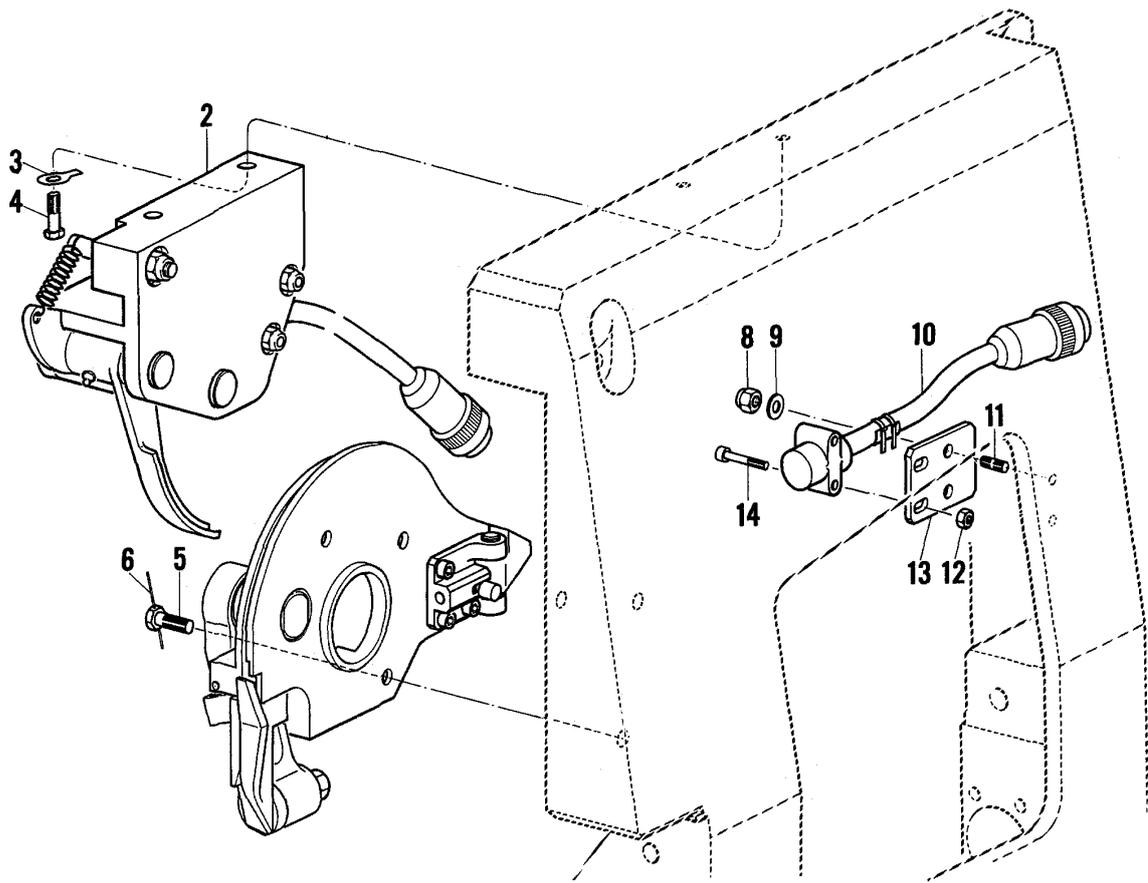
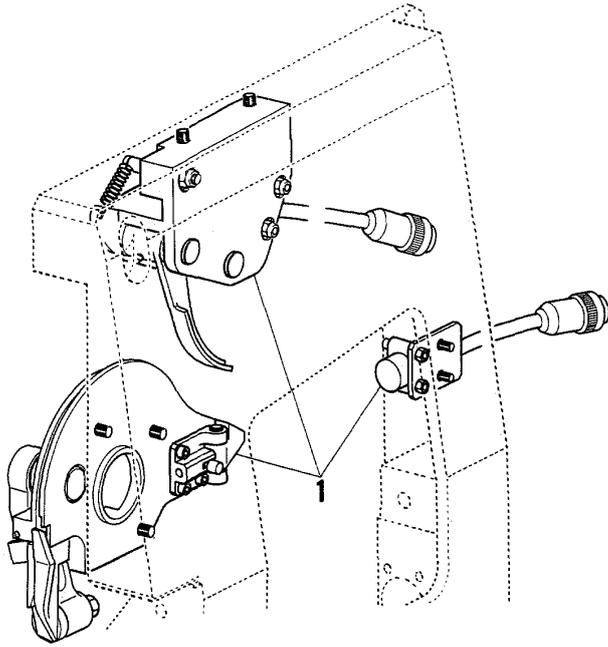
The ejector tray is positioned under the loading tray; it is pivoted on the rear cradle and is connected to the loading tray so that:

- when the loading tray is up, ready to receive the round from the last station of the loader drum, the ejector tray entry mouth is in-line with the gun barrel for receiving and holding the spent case extracted from the cartridge chamber;
- when the loading tray is down, aligned with the gun barrel for ramming-in the next round, the ejector tray is aligned with the stationary ejection tube to form a single duct through which the spent case is ejected by the ejection rammer.

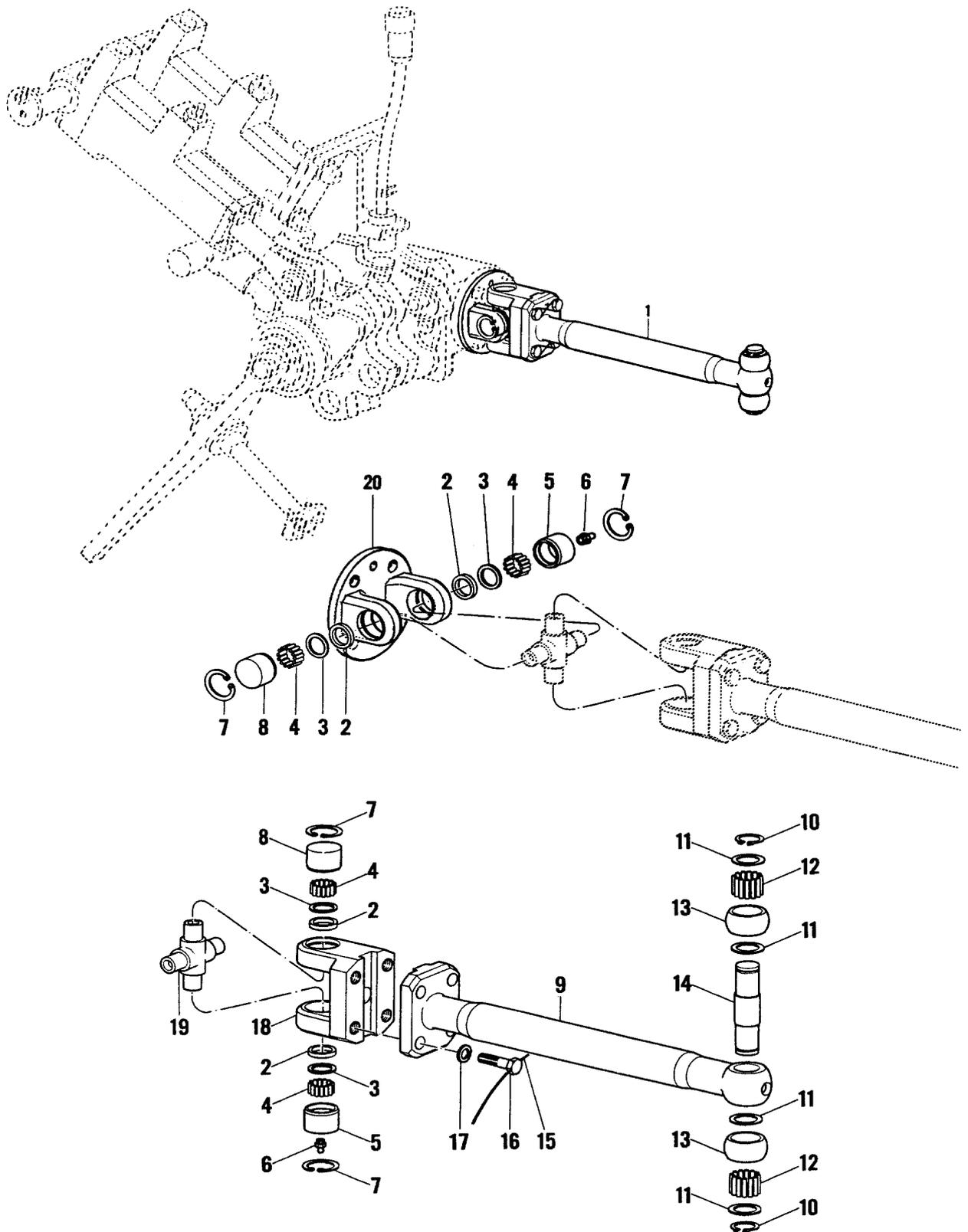
To realize the above functions, the ejector tray is provided with two openings: a side one into which the extracted case checking device enters to retain the spent case when the ejector tray is up and a lower one to allow the passage of the rammer lug for the empty case ejection when the ejector tray is down.

Inside the ejector tray slide is arranged to constrain the extracted spent case against the checking device; two stiffening damp the spent case when extracted from the gun barrel.

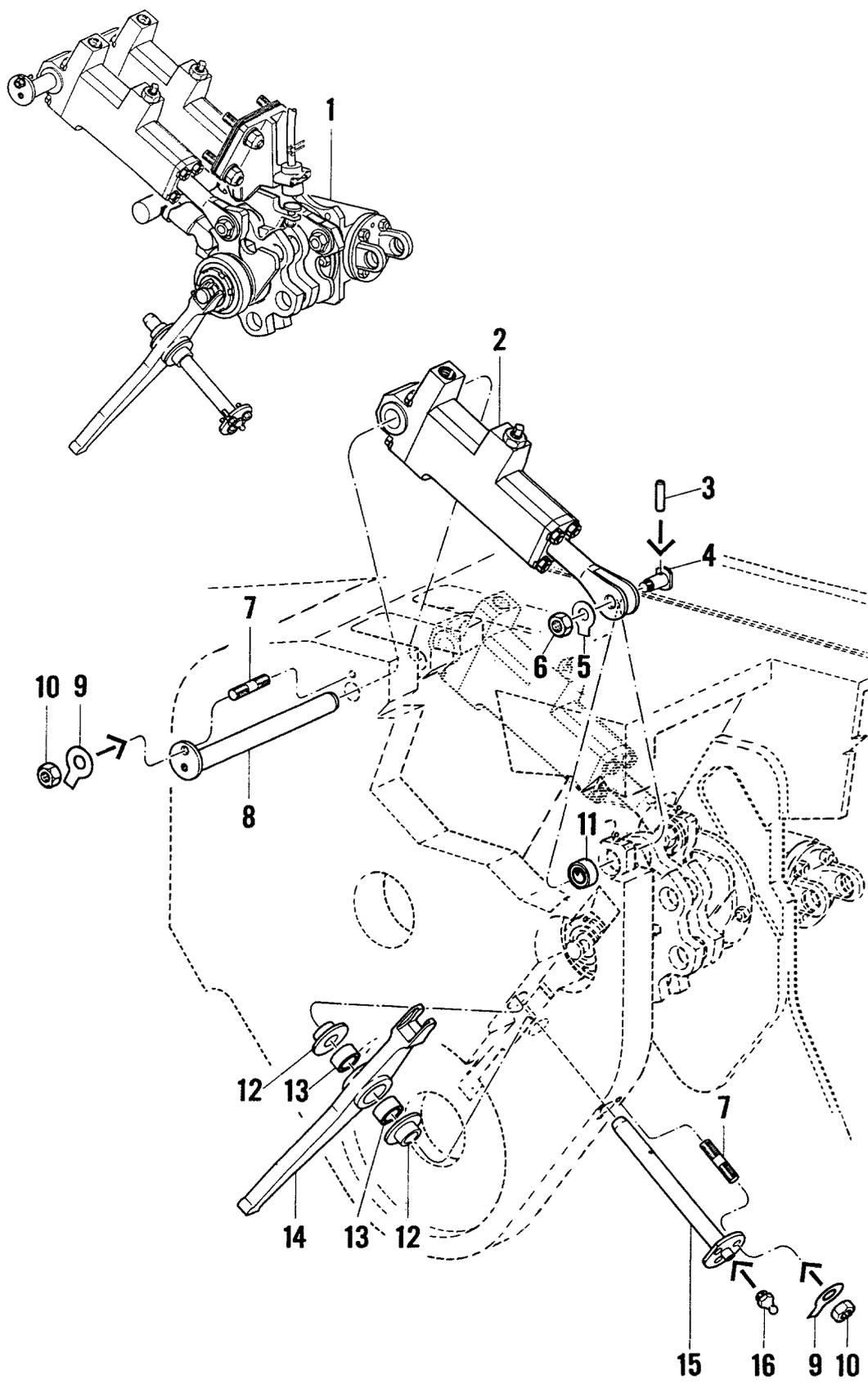
# Rear Cradle, Guide and Interlocks



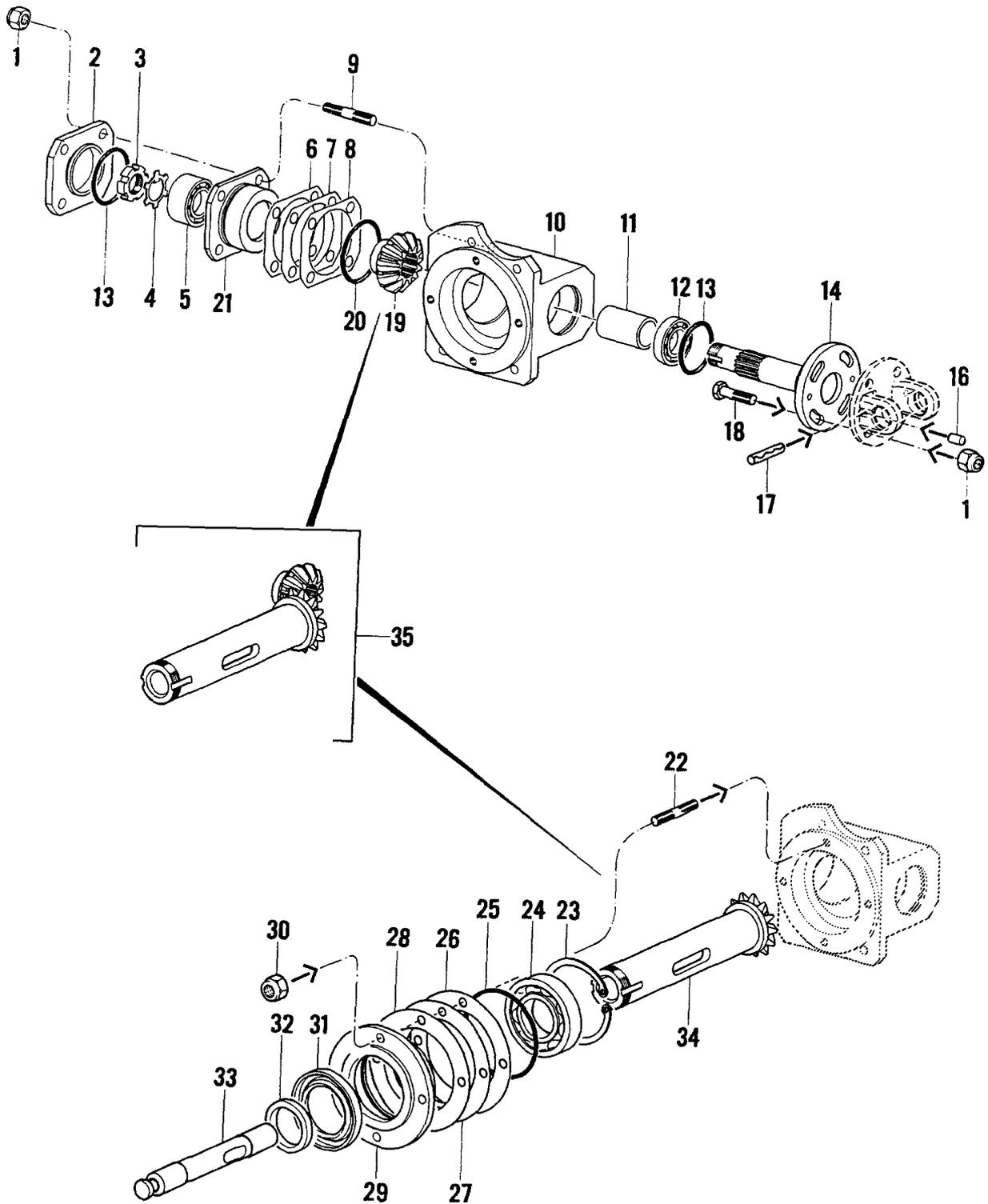
# LOADING DRUM TRANSMISSION SHAFT



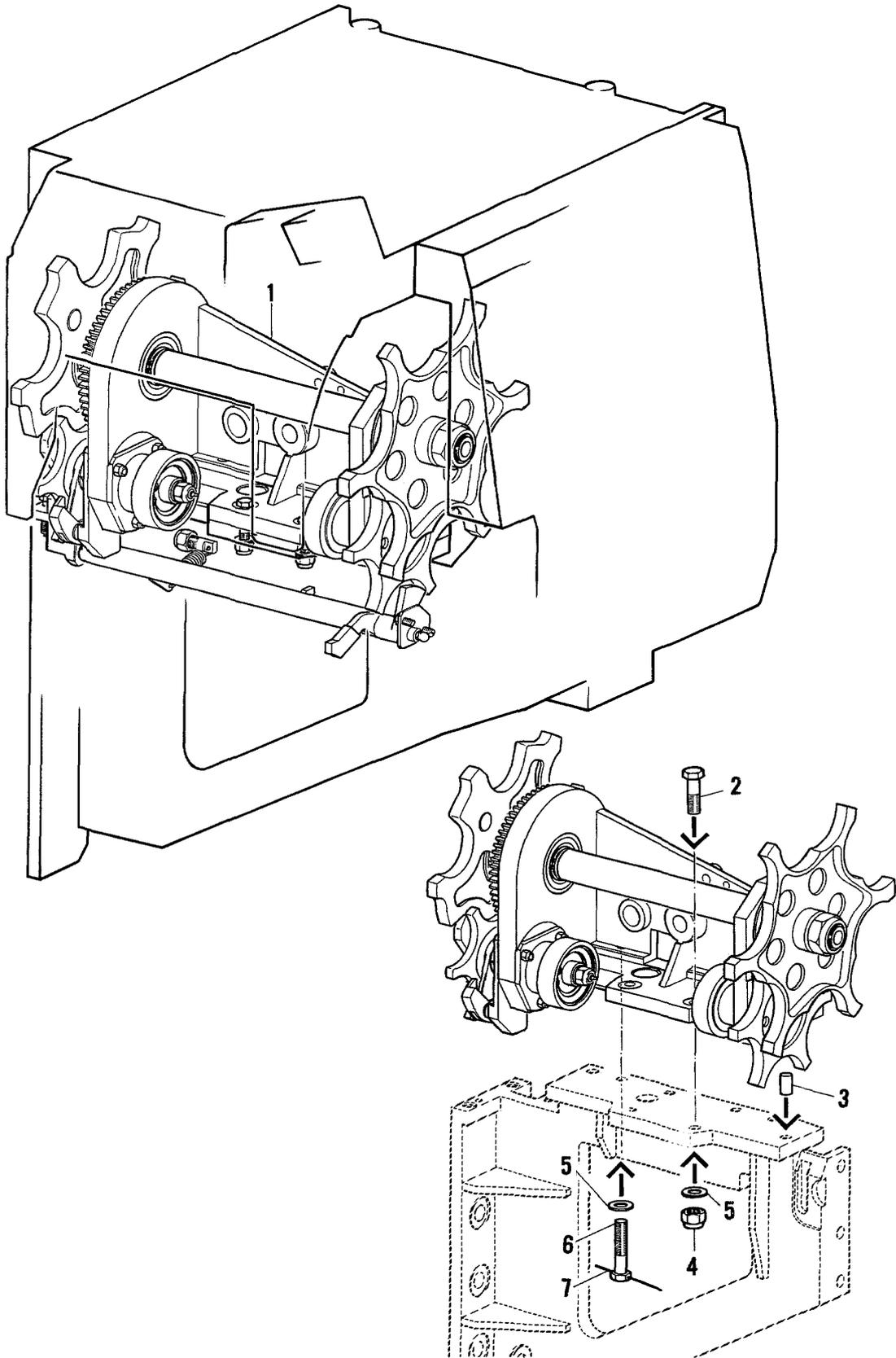
# Loader Drum Transmission and Actuator Cylinders

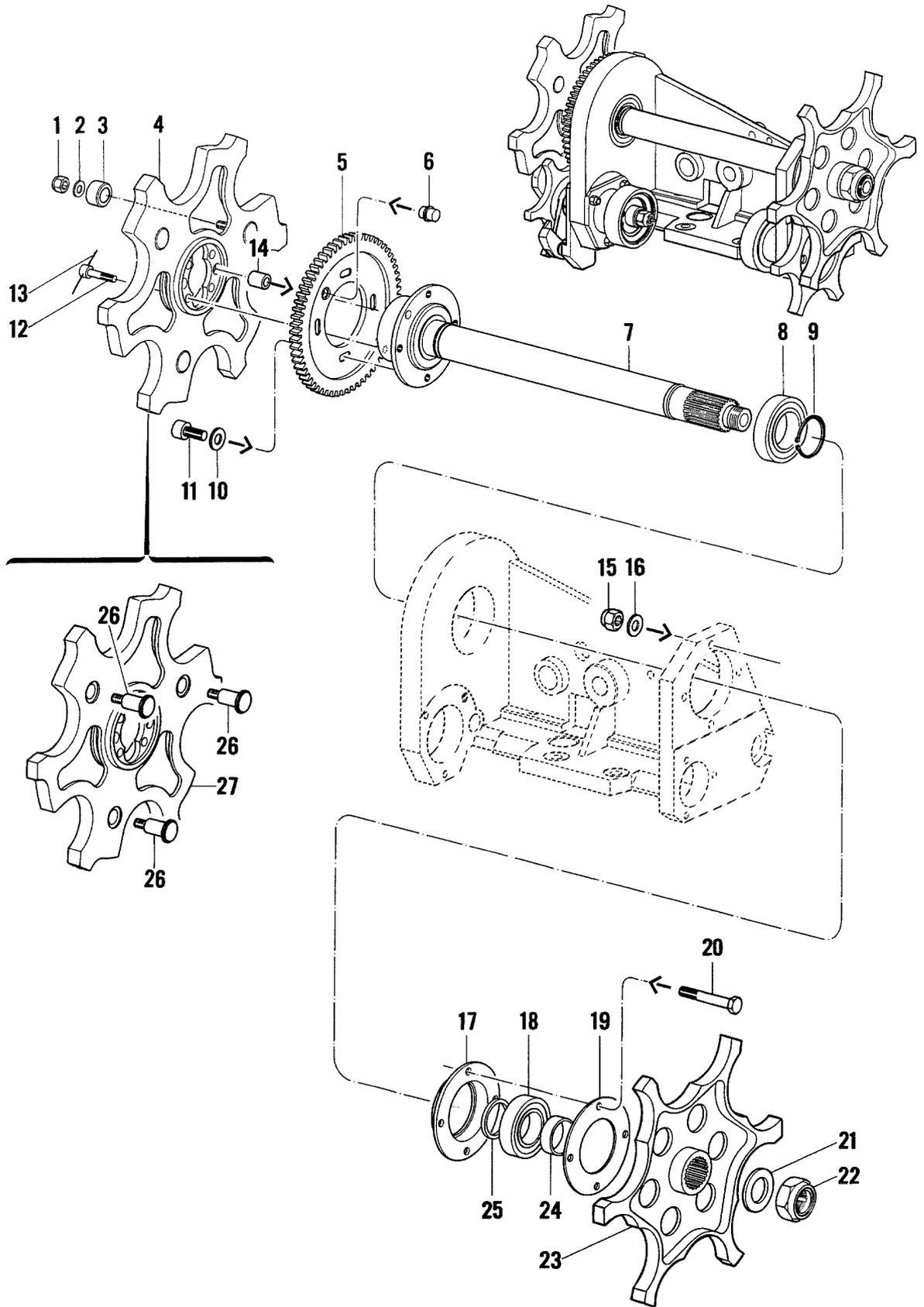


# Loader Drum Transmission



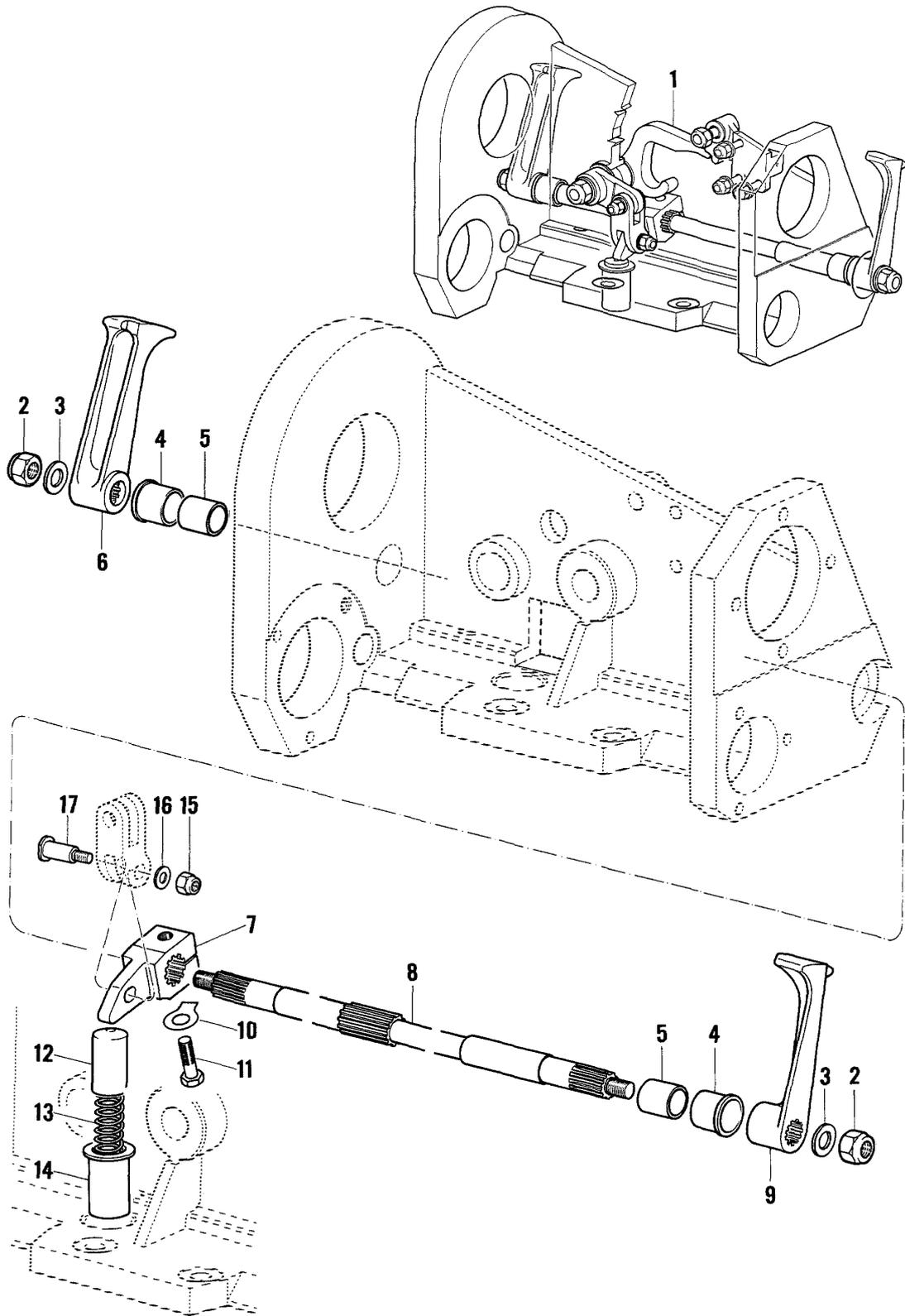
# Loader Drum



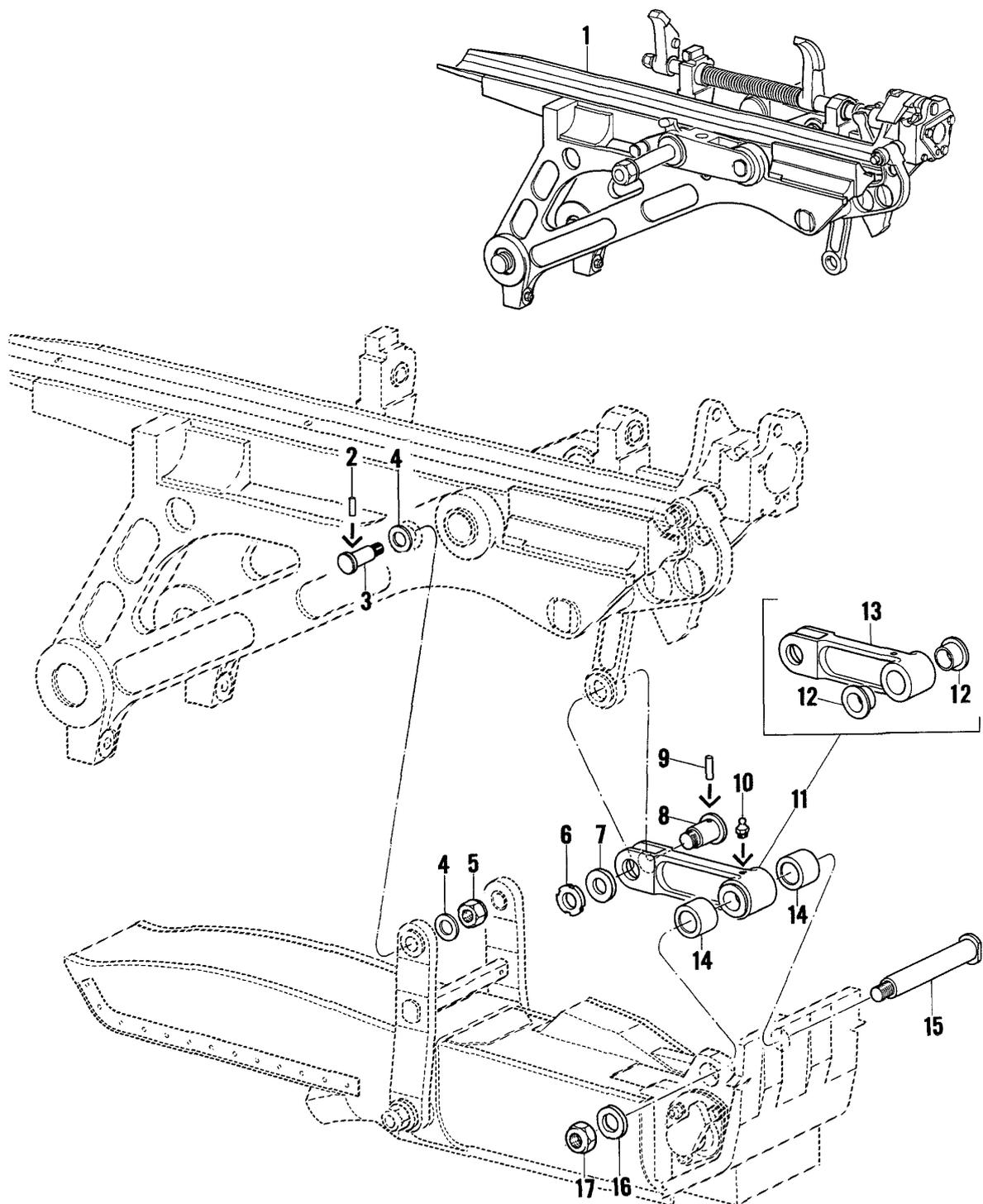




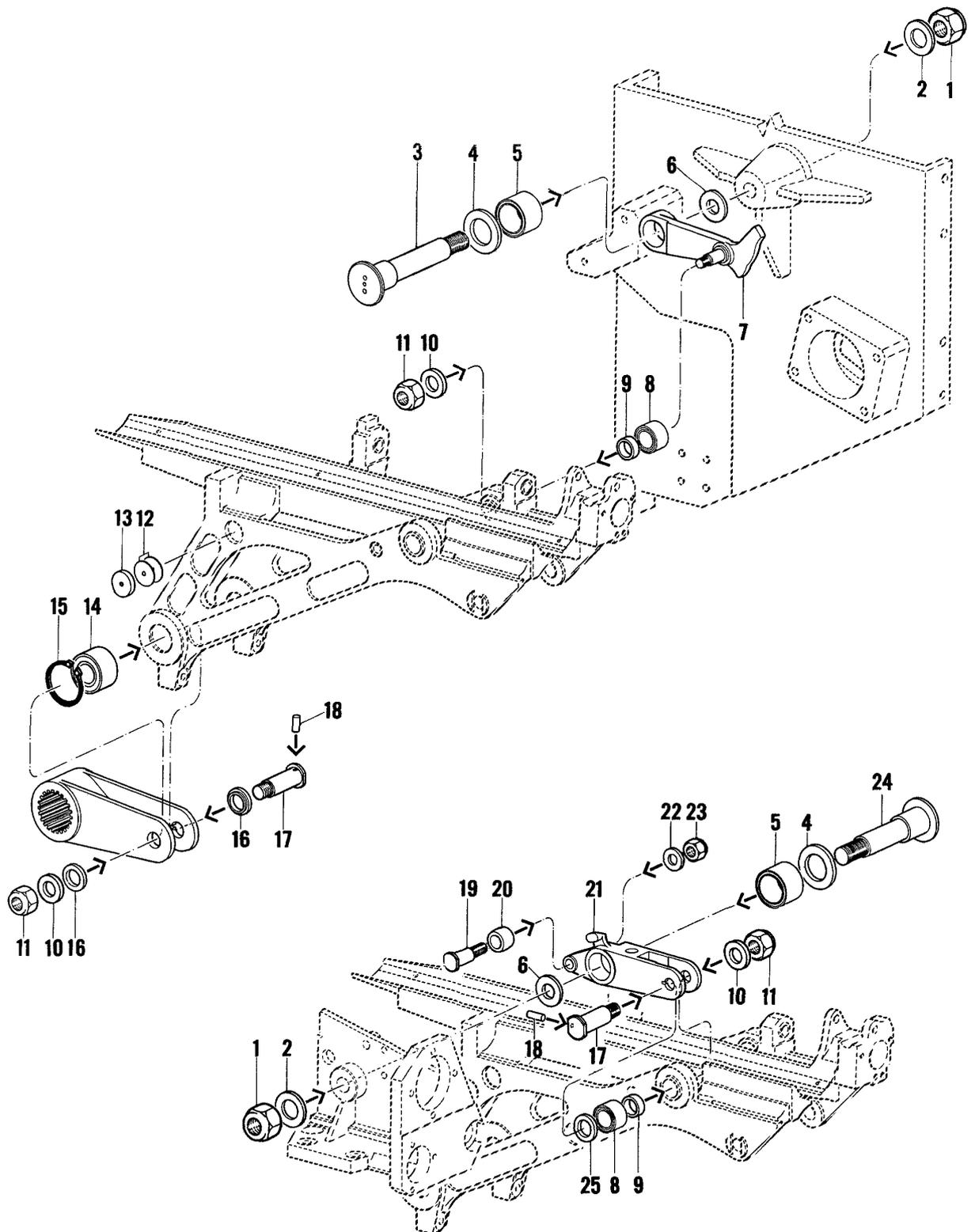
# Loader Drum, Preloading Station Assy

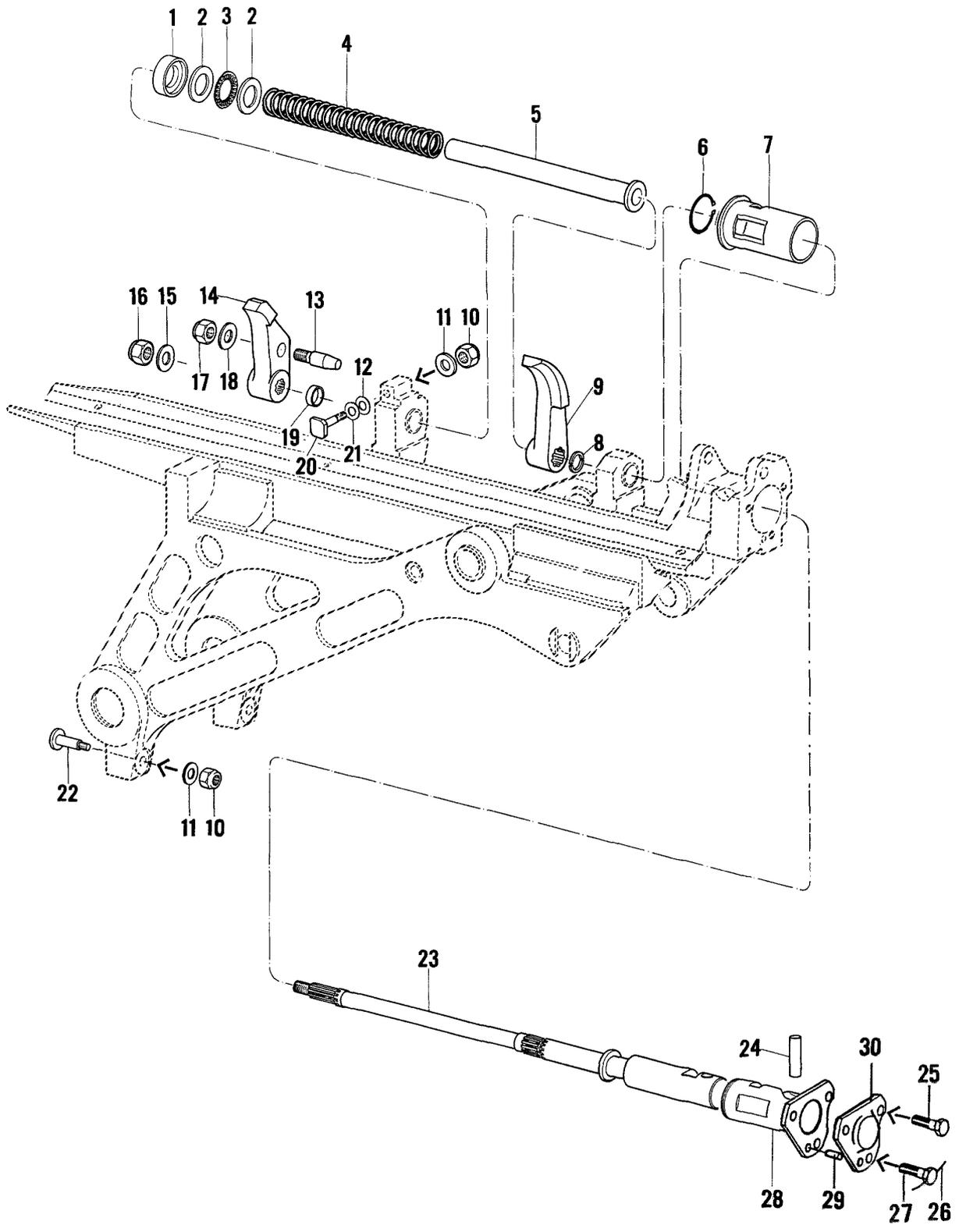


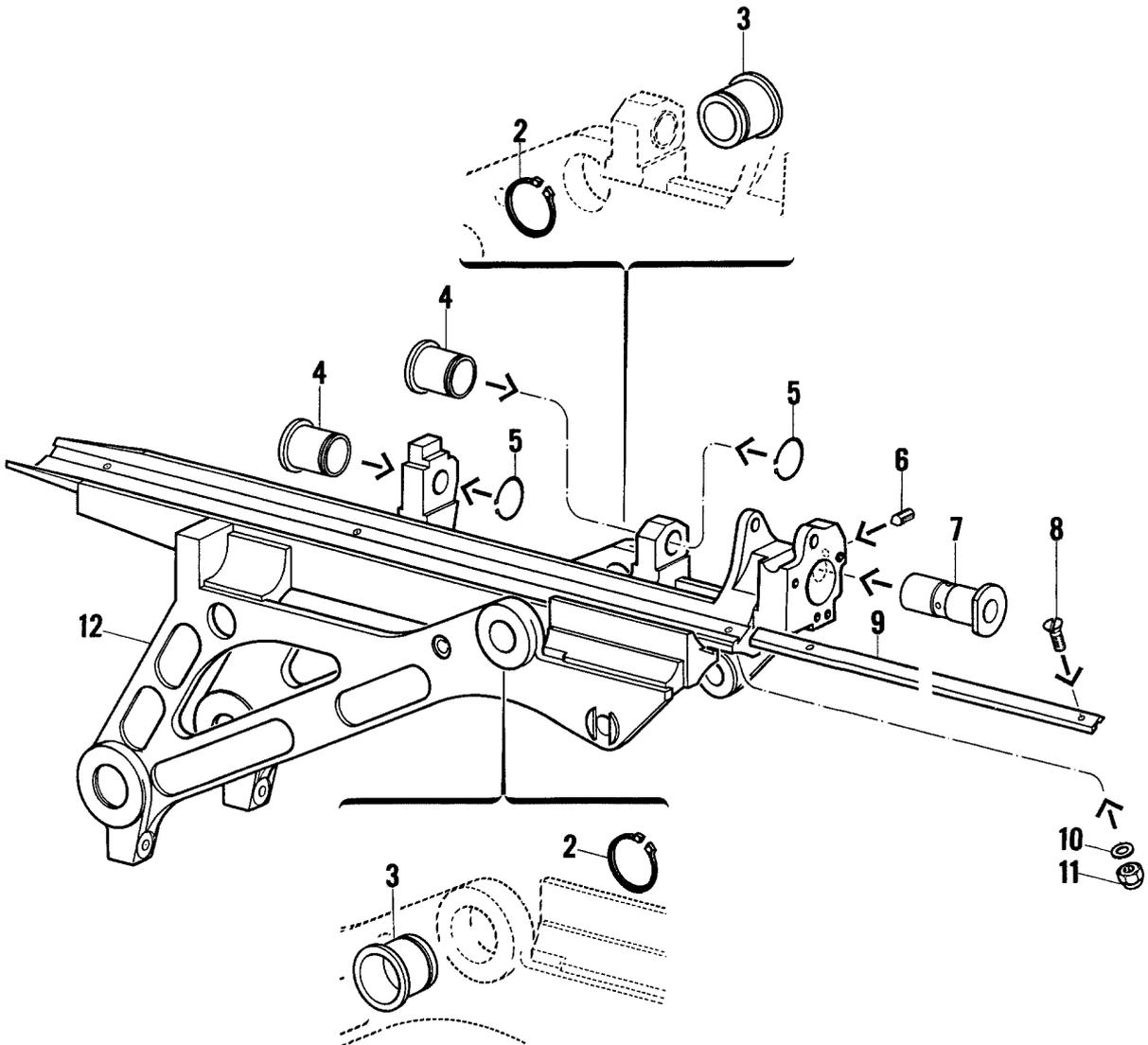
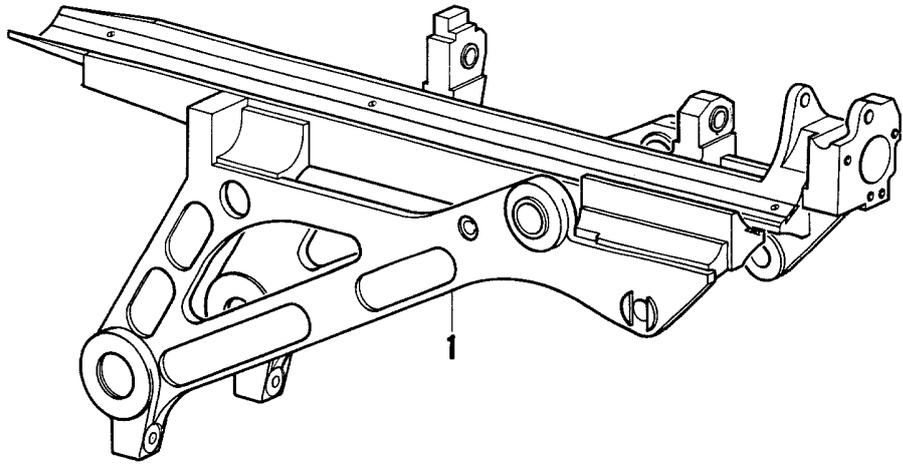
# LOADING TRAY AND CASE EJECTOR TRAY ASSEMBLY



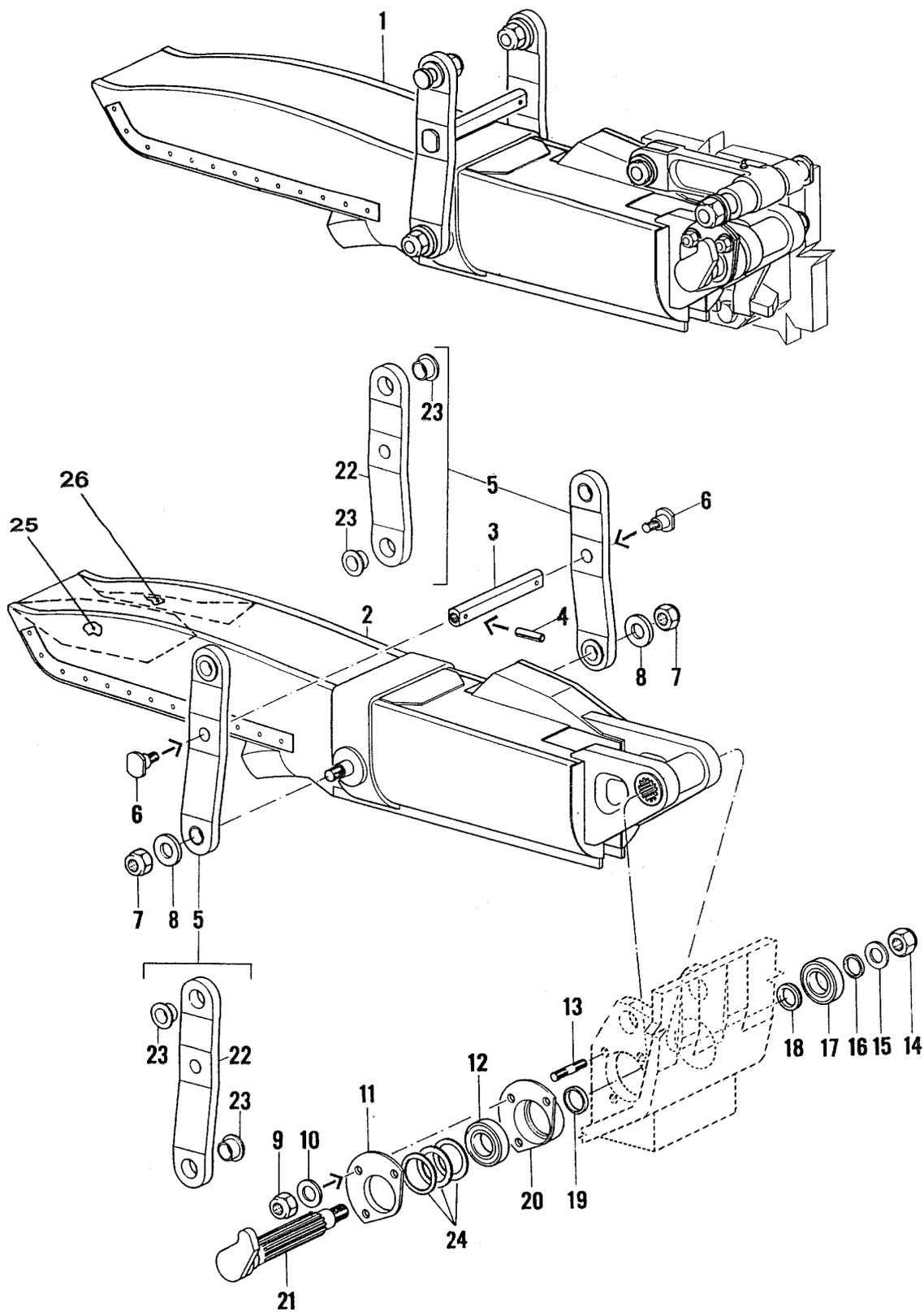
# Loading Tray



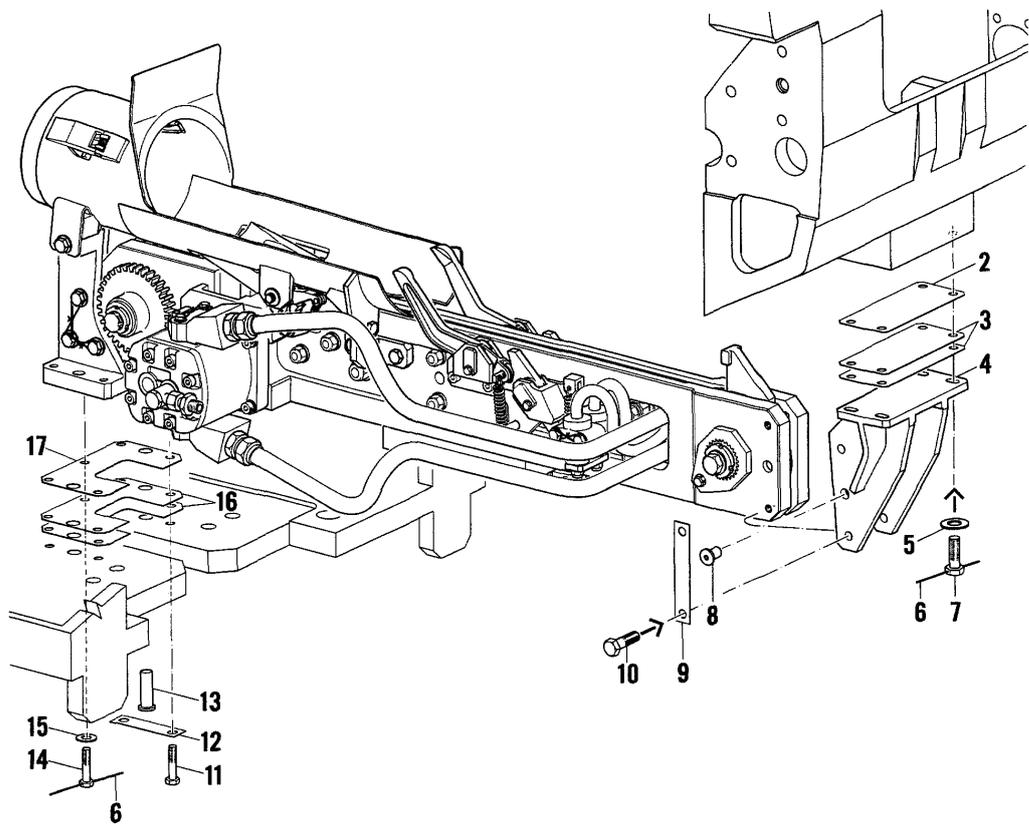
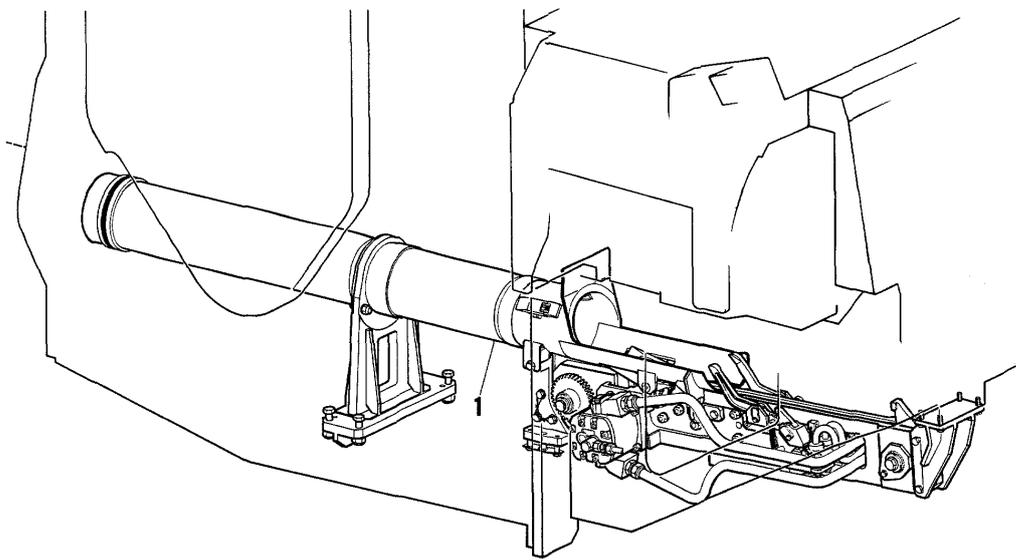




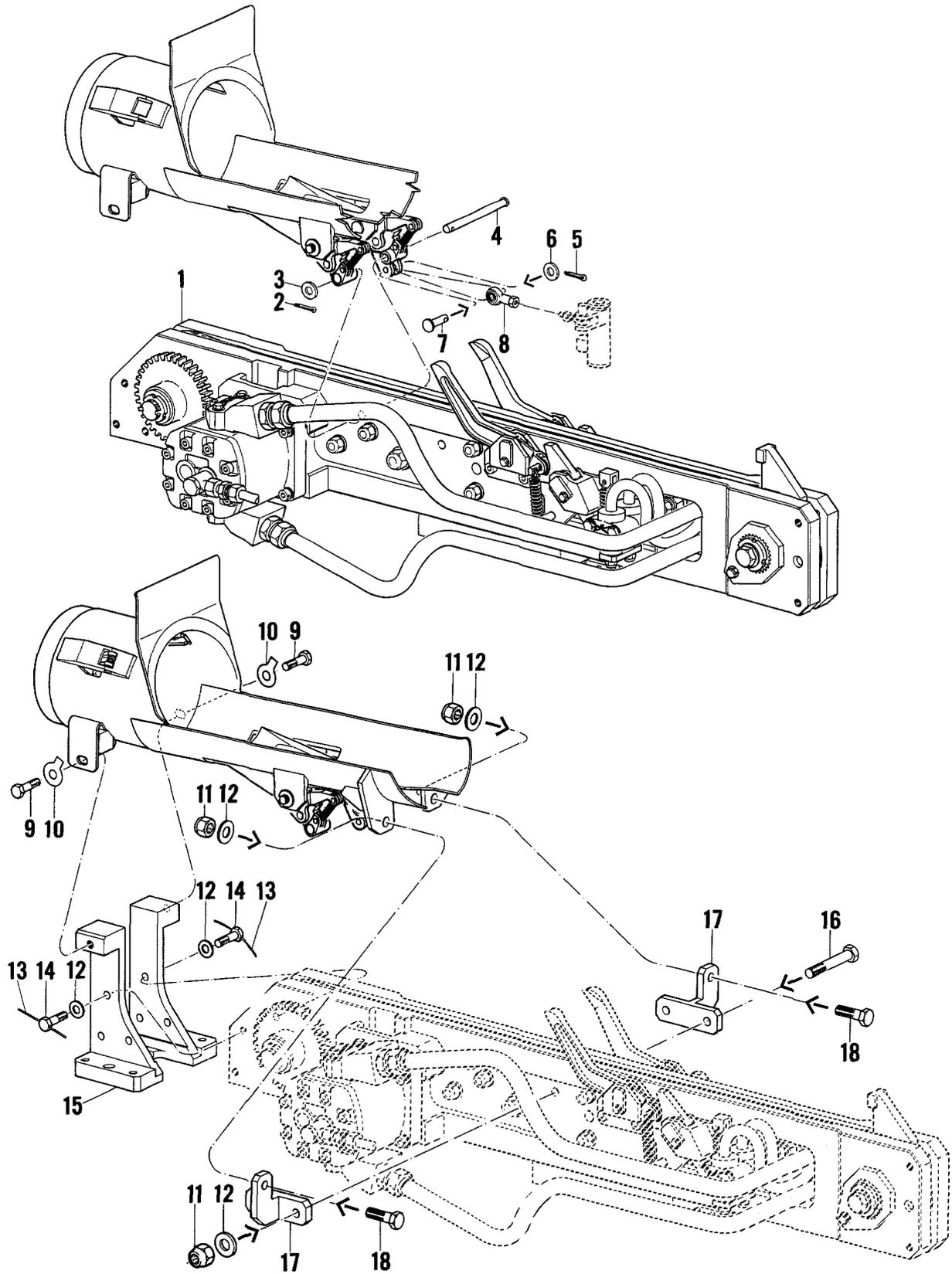
# Case Ejector Tray and Empty Case Checking Device



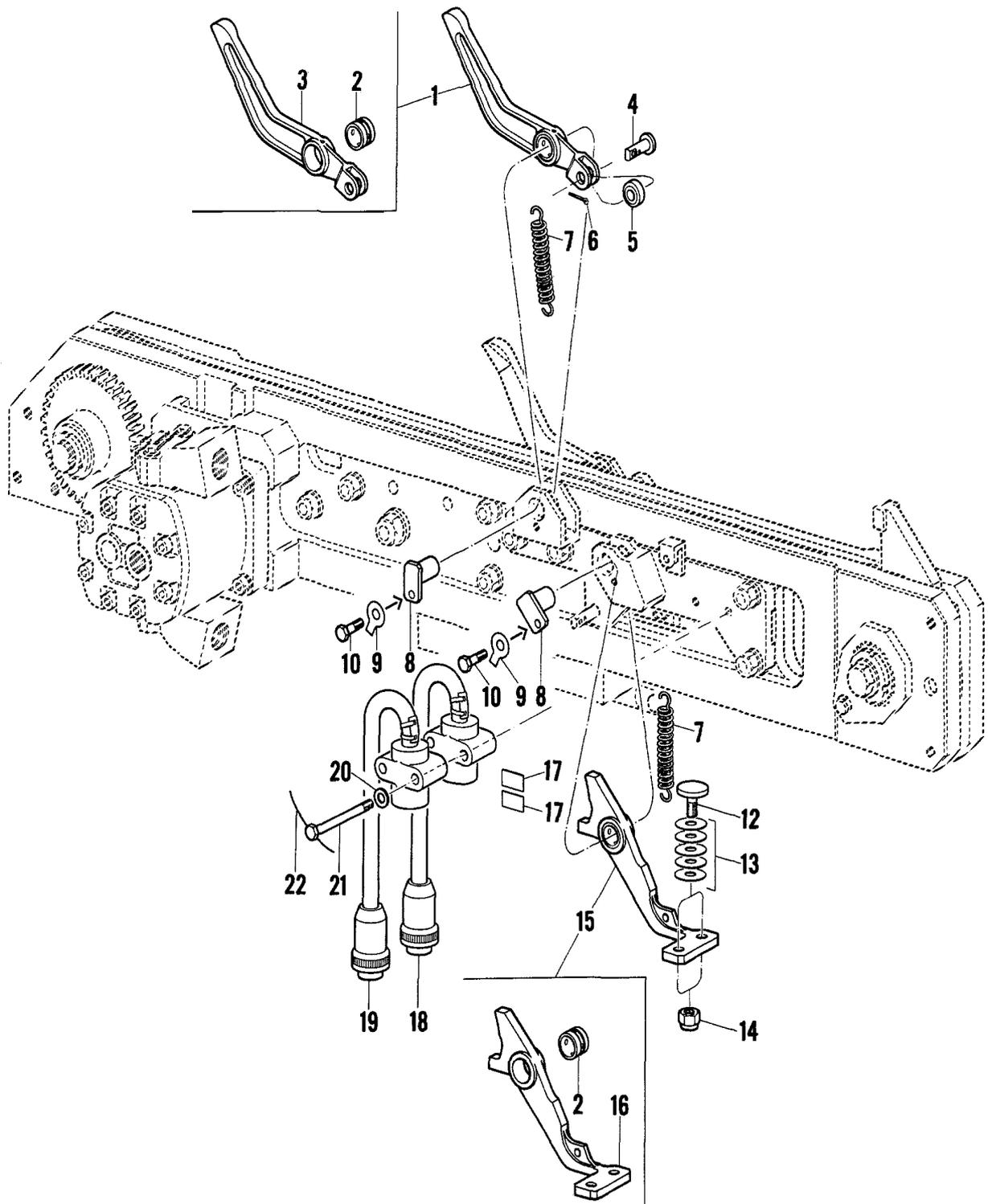
# Case Ejection Rammer and Stationary Ejection Tube

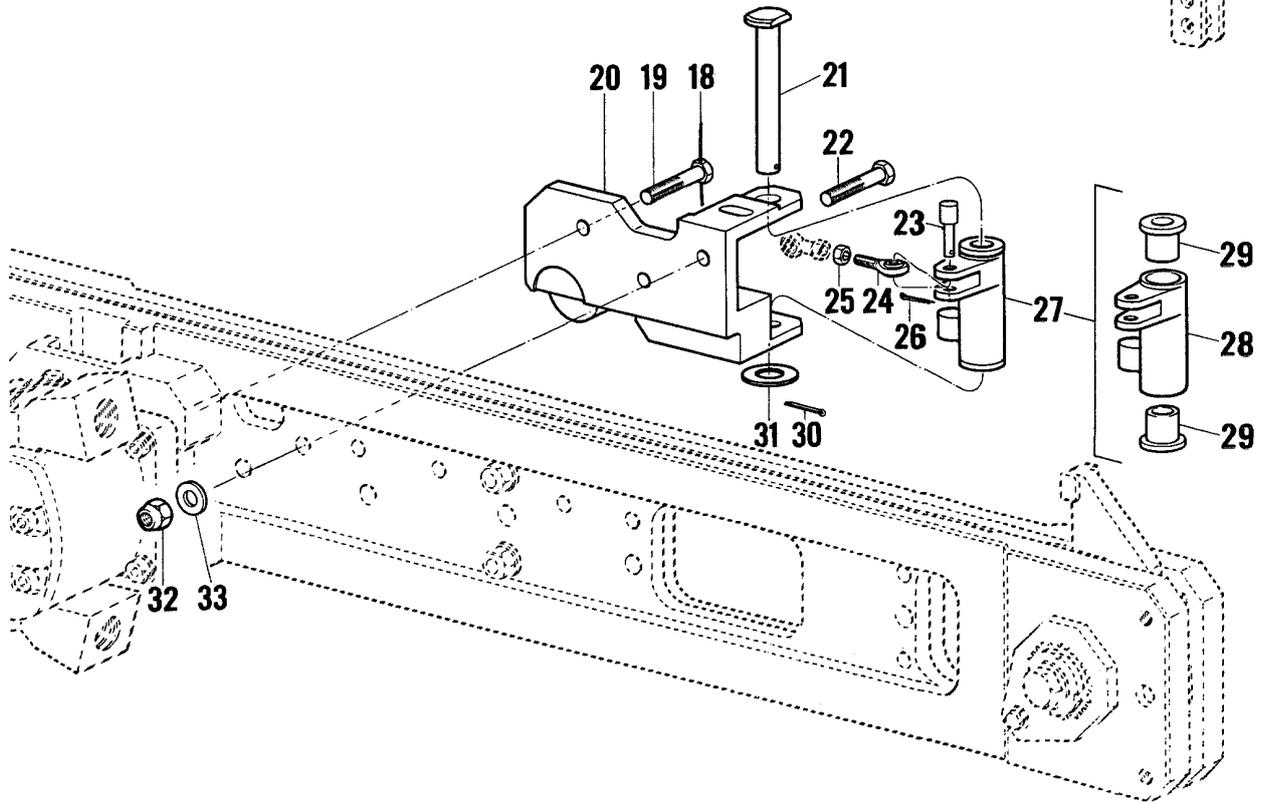
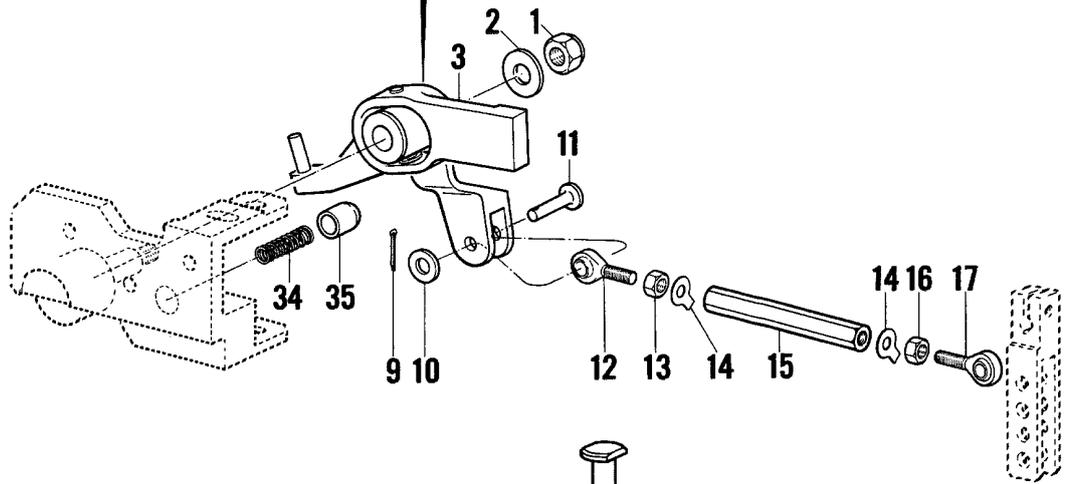
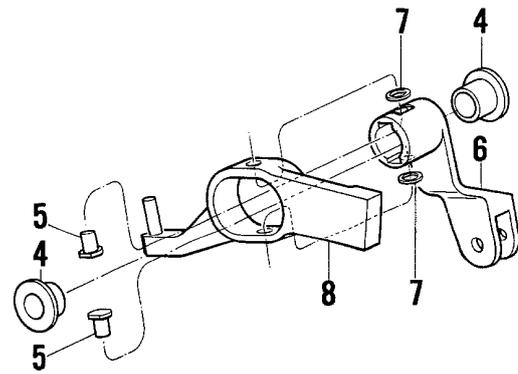


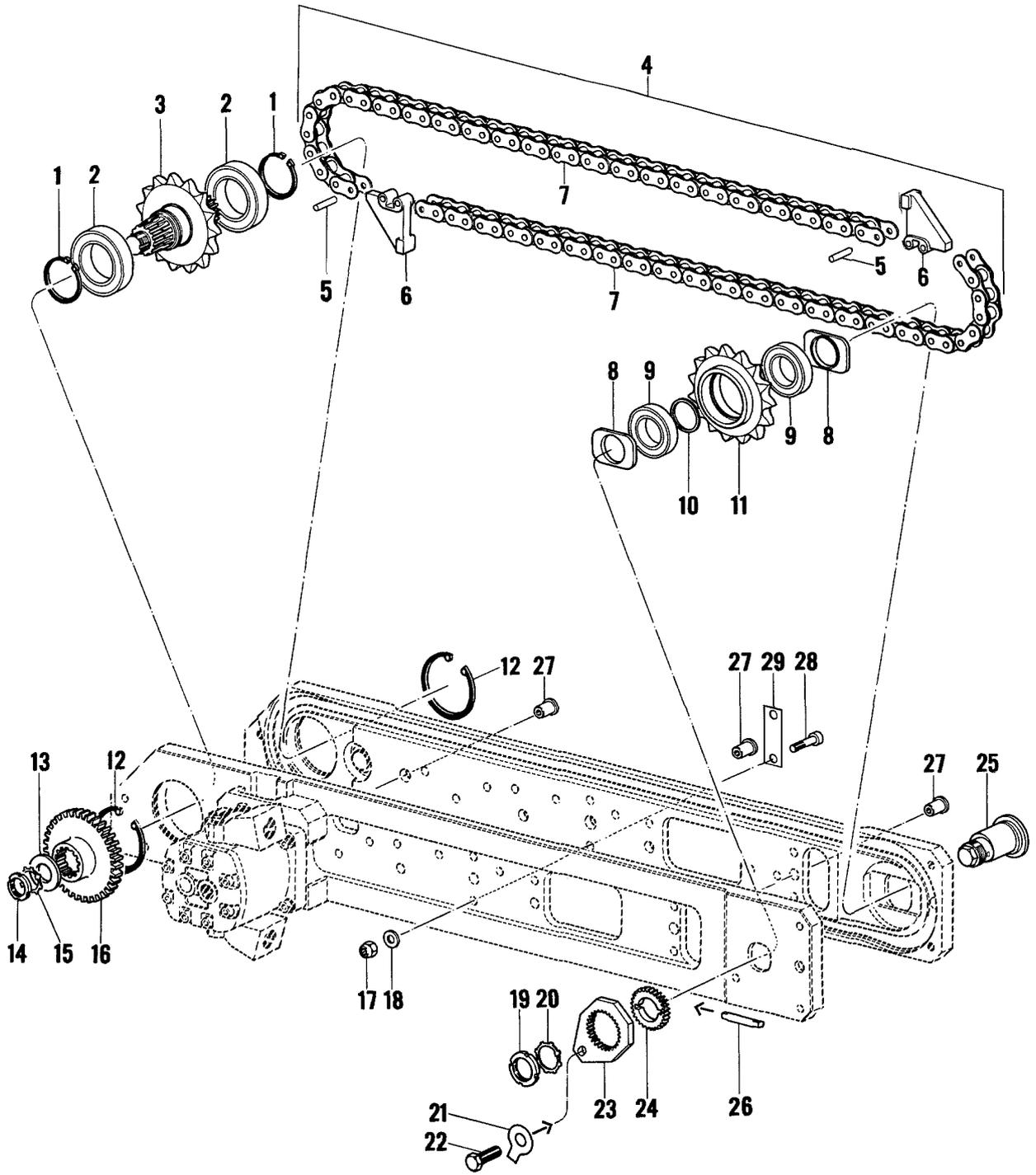
# Fixed Ejection Tube



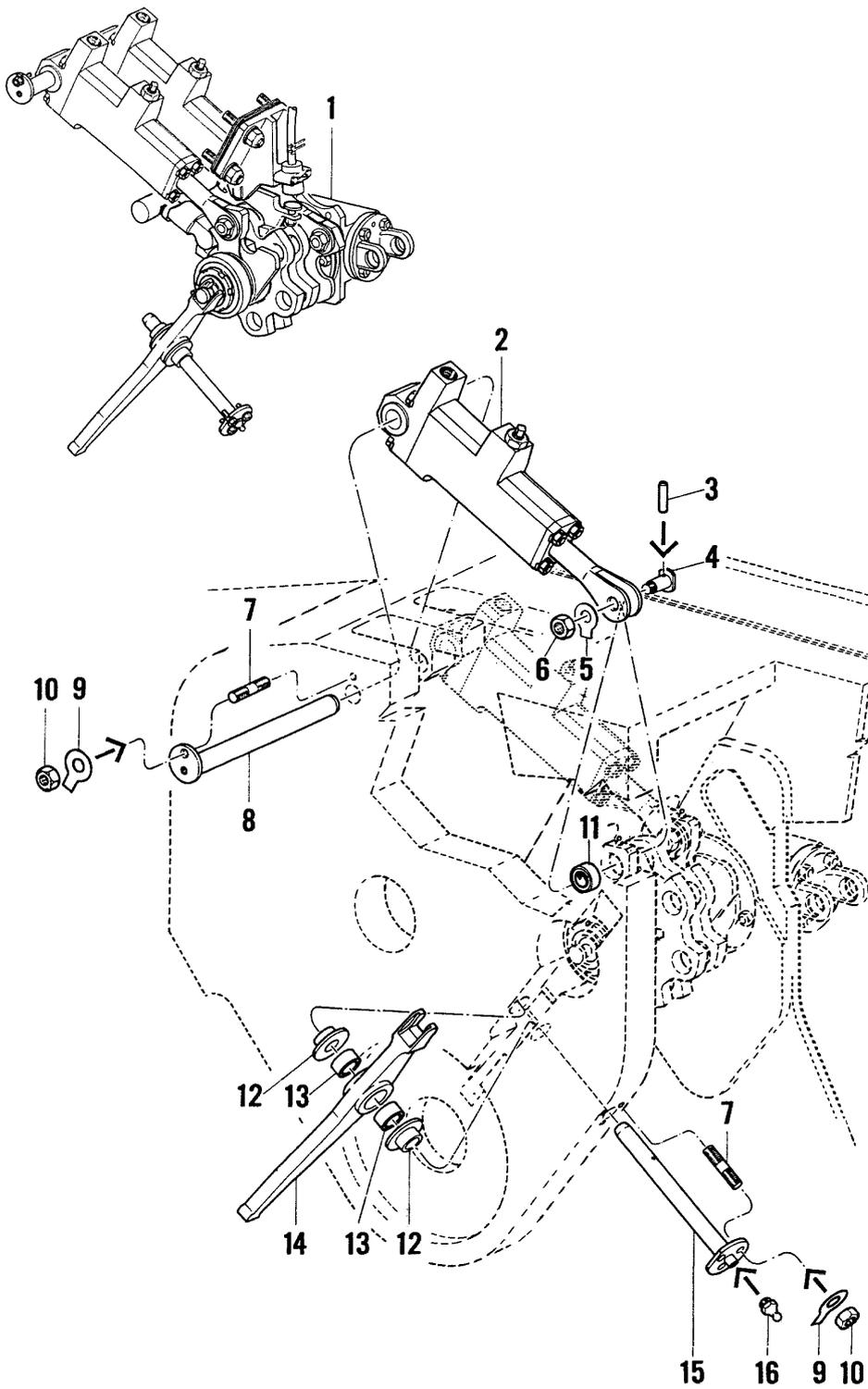
# Case Ejection Rammer







# Loader Drum Transmission and Actuator Cylinders



## Close die forging components

**Extractors.** The extractors remove the spent case from the cartridge chamber and lock the breechblock in its open position until the next round is fully seated.

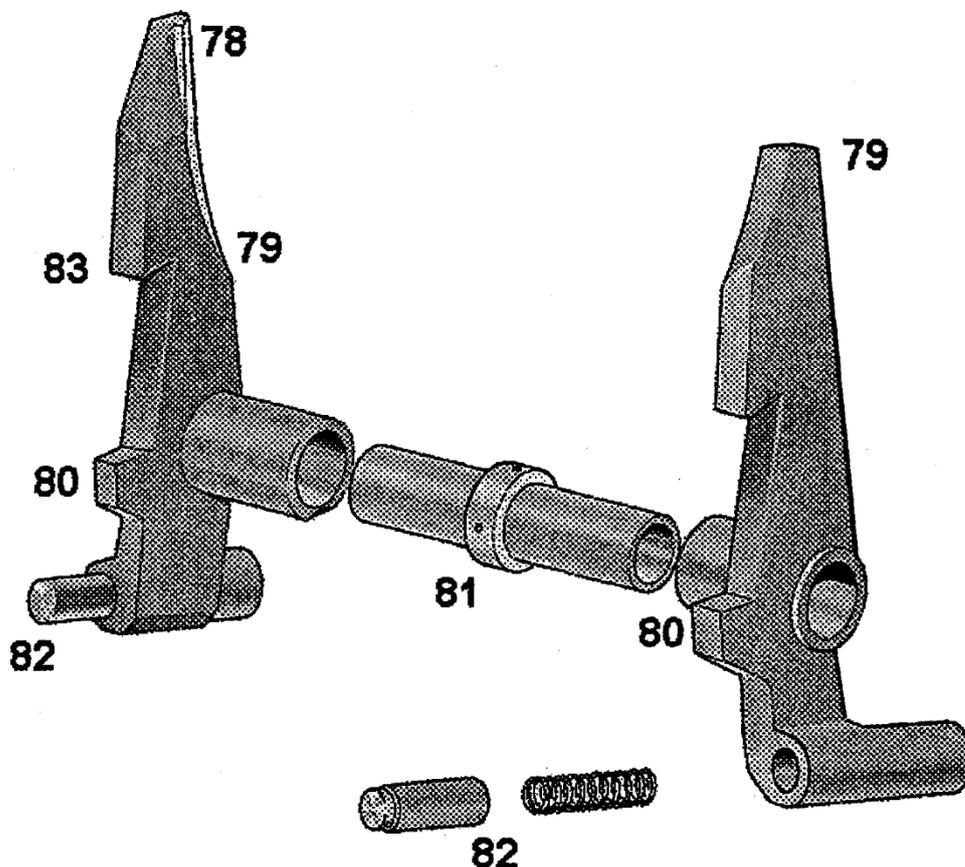
The spent cartridge case is extracted when the breechblock reaches the end of its opening stroke.

**Description of the Extractors.** Two extractors are symmetrically placed in the breechblock and each function independently from the other. The extractors are coupled together by spindle, housed in a transverse bore and machined into the breech ring.

The extractors consist of two levers which rock on spindle, and engage with lips on the bottom of the cartridge case, when the breechblock is closed and the round is fully seated.

The extractors also include:

- hook to lock the breechblock in the open position;
- flat heel - machined a slightly below the axis of fulcrum - against which the breechblock flat edge hits and causes the extractors to rotate rearward;
- spring plunger which maintains the extractors in the breechblock locking position.



**LIST OF DOCUMENTS**

1. Organisational Information – Name and Correspondence Address of the Firm/ Company to be registered.
2. Registration particulars – If registered with any of the BHEL Units
3. Manufacturing Facilities
  - a. List of Manufacturing Facilities/Equipment's
  - b. If In-house manufacturing facilities not available, inform source of manufacturing details along with their facilities.
4. Inspection and Testing facilities – List of Inspection & Testing facilities / Equipment available.
5. Details of similar products
6. Standard Quality Plan
7. Quality Management System - Whether Supplier is ISO 9001, ISO 14000, OHSAS – 18000 Certified
8. List of Enclosures (Brochures, Catalogues etc.)
9. Financial Information
10. Framework confidentiality agreement cum undertaking (FCA)

*Annexure-G*

(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)

**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.

*Annexure-G*

- 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

*Annexure-G*

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.

*Annexure-G*

- 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

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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

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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

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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: