

M/S. OPEN TENDER**DUEDATE****03-08-2023**

BHEL

HARIDWAR249403

Vendor Code**00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W98413901642 DRG: 21394101001 REV: 02 OUTER SEAL RING (IN 3 PARTS) SPEC: TG60022 REV: 02	1	NO	1	1 31/10/23

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

BASIC RATES, TAXES & DUTIES SEPERATELY

Special Instructions:

As per detailed NIC Enquiry.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

BHARAT BHUSHAN

Dy. Manager



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: +91 1334-28-5021

Sub: GLOBAL OPEN TENDER (Outer Seal Ring)

Dear Sir/Madam,

The Heavy Electricals Equipment Plant (HEEP) located at Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators.

Sl. No.	Tender No.	Item Description	Qty. (nos.)	Last date to get documents from BHEL	Opening date & time
1.	2S-133/E/E242/2022/2184C3	MATERIAL CODE: W98413901642 Outer Seal Ring (In 3 Parts) DRG: 21394101001 Rev: 02 SPEC.: TG60022 REV: 02 Project: Sagardighi	01 no	03/08/2023 (up to 13:45 Hrs.)	03/08/2023 (at 16:00 Hrs.)

Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 16:00 Hrs. (IST) **through Govt NIC portal**. This notification shall not be published in Indian as well as International Newspaper. **Please note that tender received after due date & time will not be opened.** BHEL will not be responsible for any type of delay.

- The tender documents can be downloaded from our web site www.bhel.com or www.hwr.bhel.com. Tenderers can get relevant specifications & drawings of the above items prior to due date against copy of FCA in soft copy by email to bharat-b@bhel.in &/or puneet.krishna@bhel.in. However, original must be submitted with Part-I bid.
- FCA is required to be signed & stamped on every page after filling relevant details.
- The bids shall be submitted in two parts, as described below, on or before the due date. Part-II (price bid) of qualified bidders, shall be opened at a later date.
 - Part I – Pre-qualification requirement (Annexure-A), FCA (Annexure-E), Techno -Commercial Bid, Tender Compliance Sheet and BHEL GISTC (Annexure F).
 - Part II – Price Bid (BOQ).
- Offers of only those vendors who fulfill the Minimum/Pre-Qualifying Requirements (as per Annexure-A) & Quality Requirements (as per Annexure-B) will be considered for further technical evaluation.
- Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.
- BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendor are not suiting, BHEL may also ignore the offer of the vendor.
- Other cross-referred documents can be obtained by email to bharat-b@bhel.in &/or puneet.krishna@bhel.in. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.
- **The total quantity may undergo change at the time of ordering.** The details of each item with required deliveries are given in **ANNEXURE-D (Details of Items)**.
- Vendors must fulfill **Pre-Qualifying Requirements (Annexure-A)** and **Quality requirement (Annexure-B)** as mention in NIT. Please confirm to submit clause wise compliance of PQR (annexure-A). Offers of those vendors who fails to provide documents/clarifications/fulfill the PQR, after part-1 opening shall be liable for rejection & informed thereupon.

- BHEL reserve the right to reject any or all the bids/Quotations without assigning any reason thereof. BHEL also reserve the right to increase or decrease the tender quantity. bidders should be prepared to accept order for reduced quantity without any Extra charges.
- Amendment/corrigendum, of any, will be hosted on our website only. Other terms and conditions shall be as per tender documents.
- Revision of rate is not acceptable unless asked by BHEL due to major change in drawing / specification / tender quantity.
- This requirement is in-divisible in nature material code wise, hence quantity distribution in any respect such as Make in India & MSE Vendors benefit shall not be applicable.
- Make in India Purchase preference shall not be applicable in this case as tender value is less than Rs. 05.00 Lacs.
- Quality requirements shall be **“Testing & Certifications shall be done as per BHEL specification TG60022 Rev-02.”**
- Earnest Money Deposit (EMD) shall not be applicable for this case.

1. Indigenous Supplier:

Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our hwrnet.” If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.

2. Foreign suppliers:

- (A) **SEA CONSIGNMENTS:** Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. However, the order shall be placed on C&F / CIF basis.
- (B) **AIR CONSIGNMENTS:** Please quote your rates with both the options (a) FCA dispatching Airport & (b) CPT Landing Airport.

• **Treatment of offers submitted by agents in OT –**

1. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
 2. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
 3. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
- The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured:
 - (a) The manufacturer should meet the PQR requirement as defined in the tender.
 - (b) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.
 - (c) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the 2S-133.
 - BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies– representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockiest not registered

specifically etc. are agents) The bidders (originals manufacturers) will have to submit ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

- All provisions of order no. F.no. 6/18/2019-PPD of department of expenditure (DoE) and subsequently office memorandum no. 18/37/2020-PPD dated 08/02/2022 shall be applicable for this tender enquiry (order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from such a country which shares a land border with India will not be required to be registered with the competent authority for this procurement.
- E-invoicing under GST is being implementing w.e.f. 01.10.2022 for all the taxable persons having turnover more than Rs 10 cr. It has been specified by the govt. That it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. Portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in e-invoicing system.
- In case the vendor / contractor delays or fails to provide all documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by govt. Of india w.e.f. 01.04.2022.
- In case of any deviation from GISTC, please clearly mention in your offer. BHEL reserve the right non-consider of offer in case of deviation from GISTC.
- The evaluation currency for this tender shall be INR.
- Revision of rates is not acceptable unless asked by BHEL due to major change in drawing / specification / tender quantity.
- MSE** Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed as per Annexure - 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- MSE benefits will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. **No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.**
- Interested bidders must submit complete offer on or before due date at **Room No- 415, 4th floor, main Administrative Building, HEEP, BHEL-Haridwar-249403.**
- **Standard instructions: -**
 1. Test certificate as per BHEL specification Required.
 2. Guarantee certificate as per BHEL specification required.
 3. Basic rate, taxes & Duties separately.
 4. Operation/Maintenance Manual along with Equipment.

- **Documents with this tender attached are: -**
 1. Pre-Qualification requirement (Annexure-A).
 2. Quality Requirements (Annexure-B).
 3. Compliance sheet for technical/commercial terms and conditions as per GISTC (Annexure-C).
 4. Item Detail and delivery schedule (Annexure-D).
 5. Framework Confidentiality Agreement FCA (Annexure-E)
 6. General Term and condition (GISTC) applicable for this tender (Annexure-F)
- **All correspondence therefore, shall be addressed to the following persons: -**

Ms. Bharat Bhushan Designation: Dy. Manager (PPX-EM) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: bharat-b@bhel.in Tel: +91 1334 28 5021 Mob- 9012400049	Mr. Puneet krishna Designation: Dy. Engineer (PPX-EM) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: puneet.krishna@bhel.in Tel: +91 1334 28 5497 Mob- 9627355380
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For any further details please log on to www.bhel.com or www.etenders.gov.in or www.hwr.bhel.com

Annexure-A

PQR No:-ISE&CPL/2021-22/084_1

**PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
SEAL RING (TG60022)**

INTRODUCTION: Inner and Outer Seal Rings are components are manufactured by using glass roving and Epoxide resin system hardened by heat manufactured by filament winding technique and used as air gap Seal Rings. Fibre glass roving of Aluminium Boro Silicate Glass (E glass) as per DIN EN 14020 with a coupling agent suitable for epoxy resin should be used for manufacturing of Seal Ring. Bonding Epoxy resin must have an Operating Temperature of Min.150°C (as per DIN EN ISO 2578) and Glass Transition Temperature of Min.160°C (as per DIN EN 61006).

1. **EXPERIENCE:** The vendor should have the experience of successful manufacturing and supplying the Seal Rings/Support Ring to OEM of Turbo-Generator of capacity 500MW and above. In support of which, vendor to submit the following documents: -
 - 1.1 Unpriced copy of three successfully executed purchase order for the above Seal Ring/ Support Rings used in Turbo-generator of 500MW and above rating (At least one P.O. should be executed within ten years from the date of enquiry).
 - 1.2 Copy of Test Certificates (for dimensional, mechanical and electrical test, etc.) for the Seal Ring/ Support Rings corresponding to any one of the purchase orders (which is not more than ten years old) submitted as per clause 1.1.
 - 1.3 Documentary evidence of acceptance of material, pertaining to each purchase order for which TC has been submitted.
2. **MANUFACTURING FACILITIES:** Vendor to confirm that they have all in-house manufacturing facilities for above Seal Ring meeting the requirements as per BHEL specification TG60022 Rev 02. Vendor to provide details of manufacturing facility required for manufacturing above Seal Ring available at their works.
3. **TESTING FACILITIES:**
 - 3.1. Vendor to confirm that they have in-house test facilities, sufficient to carry out all the test as per required specification TG60022 Rev 02. Vendor to provide the details of testing facilities available at their works.
 - 3.2. In case vendor conducts test at an external testing agency, vendor to furnish the details of the same, e.g. NABL/ILAC/APLAC approved lab.
4. Vendor shall furnish the details/TC of raw material being required for manufacturing the required item, along with the offer.
5. Vendor to confirm the detailed technical requirements given in the required specification TG60022 Rev 02 and respective drawing/s.

Annexure-B

Quality requirement for Outer Seal Ring

1. **Testing & Certifications shall be done as per BHEL ordering specification TG60022 Rev-02.**
2. Vendor to submit clause wise Test Certificates (TCs) as per BHEL specifications without any deviations, and Guarantee Certificate (GC) along with dispatch documents at the time of delivery. Accordingly, bidders may submit their offer, any price implications on account of Test Certificate / Test required as per specifications will not be entertained later (after Part-I opening).
3. Vendor to submit Dully filled PQR Sheet, Technical Offer and Duly endorsed copy of GISTC Rev-06 along with their offer for faster processing of case.

Note: -

1. BHEL will consider only those bidders for technical scrutiny, who will qualify Pre- Qualification requirement.

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC R:06

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

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms:</p> <p>a) Payment term should be 100% payment After Receipt & Acceptance of Material at HEEP, BHEL-Store. Bank Charges shall be Not Applicable.</p> <p>b) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.</p> <p>c) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.</p> <p>d) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar on bidder's offered prices. The loading criteria for the different payment terms shall be as per BHEL's GISTC (General Instructions and Standard Terms & Conditions).</p>	
<p>2. TAXES & DUTIES: Applicable taxes and duties during the dispatch of material should be quoted separately in your offer. If nothing is mentioned in offer, same would be deemed included in the quoted price. Kindly confirm.</p>	
<p>i. Rate of GST</p>	
<p>ii. Input Tax Credit Shall be available</p>	
<p>iii. Any Other Duty:</p>	
<p>3. Packing Charges shall be included in quoted basic rates.</p>	
<p>4. Forwarding Charges shall be included in quoted basic rates.</p>	
<p>5. Delivery basis: On "FOR BHEL Haridwar" Basis & Freight charges shall be inclusive in quoted basic rates.</p>	
<p>6. Delivery Period: Please quote your shortest time period required for supply of material.</p>	
<p>7. Dispatch of Material: Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Haridwar (details available at www.bhelhwr.co.in) may be considered for dispatch of material. However in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt & acceptance of material only and demurrage/any other charges shall be borne by supplier.</p>	

BHEL Standard Terms	Vendor's Acceptance
<p>8. Transit Insurance Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order. Please send your offer keeping this in view.</p>	
<p>9. Late delivery penalty Clause:</p> <ul style="list-style-type: none"> • Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties. • Date of Receipt of material at BHEL Haridwar Shall be treated as date of delivery for penalty purpose. • In case of non –acceptance to LD clause, bidder's offer will get loaded up to maximum 10 % to decide L1. • BHEL reserves the right to reject the bidder's offer. 	
<p>10. RISK PURCHASE. Bidder to confirm that they have read the risk purchase clause as per BHEL's GISTC and acceptable to them. If bidder does not agree to the said Risk Purchase Clause in GISTC, BHEL reserves the right to reject the offer.</p>	
<p>11. Force Majeure. Bidder to confirm that they have read the force majeure clause as per BHEL's GISTC and acceptable to them. If bidder does not agree to the said Risk Purchase Clause in GISTC, BHEL reserves the right to reject the offer.</p>	
<p>12. Offer Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p>13. Deviation 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 enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.</p>	

BHEL Standard Terms	Vendor's Acceptance
<p>14. Firm & Fixed Price Please confirm that prices shall be firm and fixed till execution of contract. Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>	
<p>15. Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
<p>16. Settlement of dispute / Arbitration The seat & venue of arbitration shall be Haridwar as per BHEL's GISTC.</p>	
<p>17. Test Certificates: Vendor to submit detailed clause wise Test Certificates (TCs) as per BHEL specifications along with dispatch documents at the time of delivery.</p>	
<p>18. Guarantee Certificate: Guarantee Certificate (GC) shall be provided along with dispatch documents.</p>	
<p>19. Quality Requirements: Testing & Certifications shall be done as per BHEL ordering specifications.</p>	
<p>20. Documents requirement confirmation: Vendor to submit following documents along with their offer for faster processing of case: -</p> <ol style="list-style-type: none"> 1. Dully filled PQR Sheet (Annexure-A) along with required documents 2. Detailed technical Offer. 3. Duly endorsed copy of BHEL GISTC Rev-06. 4. Duly filled and endorsed compliance sheet. <p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry and offer of bidder.</p> <p>Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer.</p> <p>Signature with stamp</p>	

Annexure-D

Item Details and Delivery Schedule

Sl. No.	Tender No.	Item Description	Qty. (nos.)	Delivery Schedule
1.	2S-133/E/E242/2022/2184C3	MATERIAL CODE: W98413901642 Outer Seal Ring (In 3 Parts) DRG: 21394101001 Rev: 02 SPEC.: TG60022 REV: 02 Project: Sagardighi	01 no	31/10/2023

NOTE:

1.THE QUANTITY INDICATED ABOVE CAN BE INCREASED / DECREASED.

Annexure-E

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the day _____ of (month) _____ ("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 U2S-133 _____ (hereinafter may be referred to as "BHEL" or "the Company").

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

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

RECITALS

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

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

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

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

1. Definitions:

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

- a) "Contract" means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- b) "Effective Date" means the date of this Agreement as mentioned in the preamble of this Agreement.
- c) "Supplier" includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- d) "Technical Information" includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
- e) "Intended Purpose" means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
- f) "Improvement" includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.

3. Agreement deemed to be incorporated in each Contract: Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. Ownership:
 - 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.
 - 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
 - 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
 - 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
 - 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the

Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question answers whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

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

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:

- a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
- b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and nondisclosure in respect of such Technical Information.
- c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilize 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 2 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 lum/it by any department/office/U2S-133/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 U2S-133/Division/Region.
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at -- (Insert the name of the city/town of the concerned BHEL U2S-133/Division).
- d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- e) 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.
- f) 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.

II. 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 and 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 U2S-133/Division is located)

SIGNATURE:

WITNESSES

1.
Name
Address:

2.
Name:
Address:

Tender Inviting Authority: **BHARAT HEAVY ELECTRICALS LIMITED**

Name of Work: **Outer Seal Ring (In 3 Parts)**

TENDER ENQUIRY NO. 2S-133/E/E242/2022/2184C3

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency <u>To be selected by the Bidder</u>	Quoted Price per Unit (on FOR Site Basis excluding of GST for Indian Bidder & on CFR/CPT Nhavasheva / Mumbai Seaport / Airport Basis for Foreign Bidder) <u>(To be entered by the Bidder)</u>	TOTAL AMOUNT, It will be converted based on coloumn L value	TOTAL AMOUNT In Words
1	2	3	4	5	12	13	21	55
1	Outer Seal Ring (In 3 Parts) DRG: 21394101001 Rev: 02 SPEC.: TG60022 REV: 02 Project: Sagardighi	W98413901642	1	NOs	INR		0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only