

MATERIAL DESCRIPTION & SPECIFICATION (Catalogue)

BHEL Material Code	:	HW7702315989
Description	:	COPPER PHOSPHORUS BRAZING ALLO Y -SHIM OR FOIL
Specification and Grade	:	AA77015 Rev 02 and BACUP5
Size	:	0.40 X 8 mm (TH X W)

S No	Tender Term and Condition	Confirmation from bidder
General Requirements		
1	Bidder to provide the documents as per pre-qualification requirements (PQR) attached with this tender.	
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and price bid opening part (part -2 of this tender)	
3	Bidder to upload technical bid on GeM Portal	
4	Rates on GeM to be necessarily quoted under following breakups: Per Kg rate = Material Cost (A) + Fabrication Rate(B) + % Applicable GST (C)	
5	Bidder to confirm that offered price on GeM portal shall be all- inclusive i.e. including transportation, packing, forwarding etc. upto BHEL HEEP STORE Haridwar + all taxes & duties,	
6	For quoting in this tender, please consider following Material Cost: A = Material Cost/Kg = Composition of Major Raw Material = (15 % * Silver rates) + (80 % * Copper rates) = (0.15 * 70280) + (0.80 * 756.67) = Rs 11147.34 /Kg Silver rate (Rs 70280/ Kg) taken from Mumbai Bullions available at https://bullions.co.in/location/mumbai/ on dated 06-07-2023 Copper Rate (Rs 756.67 / kg) taken from Bombay Metal Exchange (http://bme.in/NLetter.aspx .) valid till 15-06-2023	
7	Final evaluation will be done on the basis of total landed cost to BHEL Haridwar on fabrication cost.	
8 A	Bidder to Inform the % of GST applicable for this item	
8 B	Bidder necessarily take 3 % GST while quoting in this tender.	
11	Bidder to carry out test as called in standard AA77015 rev 02 and Test report of same shall be submitted along with supply of material.	
12	Bidder to submit Guarantee Certificate of 12 months along with supply.	
13	Bidder to submit duly filled certificate of minimum local content, as per enclosed format	

14	Supply in quantity tolerance between 82 to 85 kg is acceptable. Bidder to Confirm	
15A	Bidder to confirm that in house testing facility for chemical composition shall be NABL accredited.	
15B	In case testing facility as per 15A is not available at bidder works and conducts test at outsourced testing agency for chemical composition, the outsourced testing facility should be NABL accredited. Bidder to confirm	

PVC Conditions

01	<p>Price Variation clause (PVC) is applicable for this tender as stated below:</p> <p>PVC formula = A (Variable Cost) + B (Fixed Cost)</p> <p>A = Variable Cost = Material Cost/Kg = Composition of Major Raw Material = (15 % * Silver Rate in Rs/kg) + (80 % * Copper rates in Rs/kg)</p> <p>B = Fixed Cost = Fabrication cost/Kg, which may include remaining material cost + Overhead charges + manufacturing charges + Packing charges + Freight Charges + Insurance Cost + any miscellaneous charges.</p>	
02	<p>PVC Condition for Billing and dispatch of item</p> <ol style="list-style-type: none"> 1. Metal rate to be considered as detailed below: For Copper = Rate available on BME Copper website http://bme.in/NLetter.aspx For Silver = Mumbai Rate on bullion website https://bullions.co.in/location/mumbai/ 2. If material is dispatched within 25 days before PO scheduled delivery date, then metal rate of 07 days prior to actual dispatch date shall apply. 3. If material is dispatched earlier as per early delivery intimation from BHEL, then 07 days prior to actual dispatch date. 4. If material is dispatched after PO scheduled delivery date, then lower of the two metal rates – 7 days prior to PO schedule date or 7 days prior to actual dispatch date shall apply. 5. Any reference day happens to be holiday, next working day shall be considered in its place. 	
03	Calculation of price variation will be supported by self –certified copy of metal rates available.	

Offer may be liable for non-consideration if any of the points above are not agreed.

Above conditions, if accepted will supersede any same/ similar condition mentioned elsewhere in quotation.

Undertaking by vendor to have agreed to above points.

Important Instruction to bidders.

1. Unregistered vendors may avail the soft copies of relevant specification by submitting the endorsed copy of attached FCA to either of the following e-mail IDs:
 - bharat-b@bhel.in
 - Puneet.krishna@bhel.in
2. Following attachment with this Catalogue for tender preparation.
 - Pre-qualification requirement (PQR)

- Framework confidentiality Agreement (FCA) for availing specification /drawing for new participating bidder.
 - Make in India Format
3. All supporting document shall be sign and stamped by bidder.

**PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
COPPER PHOSPHOROUS BRAZING ALLOY (BA Cu P5)**

1. **EXPERIENCE:** The vendor should have the experience of successfully manufacturing and supplying **copper phosphorous brazing alloy of grade BACuP5** confirming to **IS 2927** in form of foils up to 0.4mm thickness, during last ten years from date of enquiry. In support of which, vendor to submit the following documents: -
 - 1.1 Copy of one purchase order having requirement of above BACuP5 grade copper phosphorous brazing alloy in form of foils.
 - 1.2 Copy of chemical composition test corresponding to purchase order submitted against clause 1.1.
 - 1.3 Documentary evidence for acceptance of material for purchase order submitted against clause 1.1.


2. **MANUFACTURING:**
 - A. Vendor to confirm that they have all the in-house manufacturing facilities for above copper phosphorous brazing alloy of grade BACuP5, in form of foils, meeting all the requirements of IS 2927.
 - B. In case vendor plans to outsource any manufacturing activity, then vendor to give details of the outsourced manufacturing activity along with the details sub vendor.

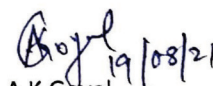
3. **TESTING:**
 - 3.1 The vendor should have calibrated test facilities for carrying out tests as per IS 2927. Vendor to confirm that the test facilities available at their works are calibrated and sufficient to carry out all the tests as per IS 2927.
 - 3.2 In case vendor conducts the test at an outsourced testing agency, the outsourced testing agency should be reputed NABL/ILAC/APLAC accredited lab and vendor to give details of the same.

- 4 Vendor to confirm the detailed technical requirements given in the enquired BHEL specification AA77015.

NOTE: BHEL reserves the right to verify the information submitted by the vendor.


Satender Kumar
19/08/2021
Dep. Manager / EME


Ajay Kumar Gupta
19/8/2021
Sr. Manager / EME


A K Goyal
19/08/21
SDGM / EME

Certificate

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____

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

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

Seal and Signature of Supplier

FRAMEWORK CONFIDENTIALITY AGREEMENT CUM UNDERTAKING **(FCA)**

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 Defense 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/Unit/Diusion of the said Company.

10. Arbitration & Conciliation:

- a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at -- (Insert the name of the city/town of the concerned BHEL Unit/Division).
- d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 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 Unit/Division is located)

SIGNATURE:

WITNESSES

1.
Name
Address:

2.
Name:
Address: