

MATERIAL DESCRIPTION & SPECIFICATION (Catalogue)

Enquiry Schedule No.	Item Detail	BHEL Material code
1.	Design and Manufacturing Compound Die for Punching Of Core Lamination Stamping (PMG). Component / Cutting Plan Drawing No.- JTD/SK/0490 (21460101000), 0.5mm Thick Ets. Product- B.Ex.-50/42-30/16. Spec: Blanking Die PMG	SUMW05819172

S No	Tender Term and Condition	Confirmation from bidder
General Requirements		
1.	Bidder to provide the documents as per pre-qualification requirements (PQR), Technical Offer, Drawings and endorsed copy of BHEL manufacturing Quality Plan (DTX-QP-002).	
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 confirm that their quoted unit price in this tender is all-inclusive of basic rate, freight, insurance, packing & forwarding charges, Erection Commissioning Charges & any other charges if applicable + applicable GST.	
4.	Bidder to inform % of GST.	
5.	Term and condition shall be as per GeM T&C and GEM tender.	
6.	Vendor to arrange Erection & commissioning as per BHEL specification at BHEL Haridwar site.	
7.	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.	
QUALITY REQUIREMENTS		
1.	Vendor to submit Test Certificate (TCs) as per BHEL Specifications along with dispatch documents at the time of supply.	
2.	Vendor to submit Guarantee Certificate for satisfactory operation for a period of 03 months from the date of receipt & acceptance of material at BHEL works, along with dispatch documents at the time of supply.	
3.	Pre-Inspection will be done by BHEL / BHEL nominated inspection agency at supplier's works before dispatch as per BHEL specifications, BHEL approved drawing(s) and BHEL manufacturing Quality Plan (DTX-QP-002).	

Important Instruction to bidders.

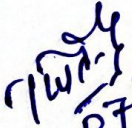
1. Following attachment with this Catalogue for tender preparation.
 - Pre-qualification requirement (PQR)
 - Technical Terms, Conditions & Broad Specifications for Die Design and Manufacturing.
 - FCA
 - BHEL manufacturing Quality Plan (DTX-QP-002)

2. All supporting document shall be sign and stamped by bidder.
3. FCA is required to be signed & stamped on every page after filling relevant details. Other cross-referred documents (Specifications &/or Drawings) can be obtained by email duly signed & Stamped FCA to bharat-b@bhel.in &/or puneet.krishna@bhel.in.

Pre-Qualification Requirement against Indent No: 20231304 for Compound Die

Date: 07.08.2023

SL NO.	QUALIFYING CONDITION	REMARK
1	Only those Vendors should quote, who have an experience in design & manufacturing of Compound dies for electrical machine stampings for minimum 5 years.	Vendor to accept & confirm (Vendor to submit proof for the same).
2	Party should have experience in design and manufacturing of large size dies of component size 800x700 mm or more with an accuracy of ± 0.02 mm.	Vendor to confirm
3	Party should have Jig Boring machine / Jig grinding machine, CNC EDM Wire cut machine and inspection facilities.	Vendor to inform
4	Name & address of customers / company where such Compound dies have been supplied along with their contact information.	Vendor to inform
5	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.	Vendor to accept & confirm.


07/08/23

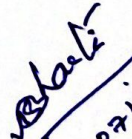
J.S. Kaintura
(Engineer)

Die Shop, SUM (Bl.-6)


07/08/23

K.C Purty
(Manager)

Die Shop, SUM (Bl.-6)


07/08/23

Avdhesh Kumar Bharti
(Sr. Manager)

Die Shop, SUM (Bl.-6)

**TECHNICAL TERMS, CONDITIONS & BROAD SPECIFICATIONS
FOR DIE DESIGN AND MANUFACTURING**

DESCRIPTION:

Design and manufacturing of Compound Die (Single component per stroke) for component as per sketch/drawing enclosed (JTD/SK/0490).

DATA FOR DESIGN

In addition to our component drawing (enclosed here with), party must consider the following data while quoting / designing the tool.

COMPONENT

Material – ETS (Cold rolled non-grain oriented sheet steel- Gr:310-50-A5, IEC-404-8-4-1986).
Thickness – 0.5 mm.

DIE SET

Should have 4 Guide Columns (2-Columns on rear side & 2-Columns in front) & Ball Cage set preferably as per our Drawing No. TL-10054 enclosed herewith.

Parallelism of Die Set should be within 0.02 mm per meter.

Material specification for few die parts:

- i. **Top Plate:** 70-80 mm thick of mild steel.
- ii. **Bottom Plate:** 70-80 mm thick of mild steel
- iii. **Base Plate Pads:** 50 mm (min.) thick of mild steel.
- iv. **Cutting elements (Die/Punch):** Cutting elements should have minimum thickness of 40 mm, with die life of minimum 20 mm. Material of cutting elements should be XT215Cr12 (IS: 3748) or equivalent, hardness 58-60 HRC.
- v. **Die/ Punch Holders:** Die Holder and Punch Holder to be assembled with Top / Bottom Plate using hardened Bushes and Dowel pins of minimum diameter 20 mm. Thickness of Die/Punch Holder may be 40-50 mm.
- vi. **Stripper plate:** Hardened inserts of EN24 / T-90 (or any better material) to be provided at keyways in both Stripper/ Ejector Plates.
- viii. **Springs:** Material valve spring rectangular wire steel grade IS:4454 part-II Harden to HRC 45, max. working temp. 100°C. Party must mention the source of supply of springs.
- vii. **Guide column assembly:** Guide Column Ø50/70 mm, Material of Guide Column, Parallel Bushes and Taper Bushes as specified in our Drg. TL10054.

PRESS:

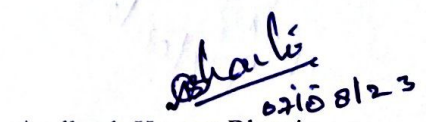
Specifications of Press enclosed (TL10231). Size may be changed to suits the Press specification.


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TERMS AND CONDITIONS: -

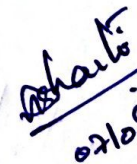
1. Delivery schedule will be effective from the date of issue of letter of intent / P.O whichever is earlier to the date of Die delivered to our sub-contracting store duly inspected and accepted by our Quality Control Deptt.
2. Party will depute their technical representative along with two sets of proposed design of the Die including detail drawings of each and every component for our concurrence within four weeks from the date of our P.O. / LOI. Along with Die design, party must submit quality plan also.
3. Party must intimate the progress of Die every month.
4. AutoCAD drawings of complete design should be supplied in Pen drive by the Party at the time of Die delivery. Drawings to be made on standard format size such as A4, A3..... A1, A0 etc.
5. Under normal working condition the Die must produce minimum 50000 (Fifty thousand) component per sharpening of Die and Punch and burr level should not exceed more than 20 microns.
6. Component eject provision should be provided on die.
7. Party will supply the test certificate of chemical composition, hardness and crack testing of materials used in manufacturing of (i) Cutting elements (Die & Punch). (ii) Guide column & Bushes. (iii) Other hardened components.
8. After final acceptance party should send Top & Bottom part in separate wooden boxes with proper protection from corrosion & damage during transportation.
9. Guarantee will be for a period of 12 months from the date of final acceptance of DIE at BHEL Hardwar.


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PROCEDURE FOR INSPECTION

1. After Completing the sub assembly of DIE/PUNCH Party will send their complete observation sheet along with inspection call.
2. The Quality Control of BHEL will study the observation sheet received from the Party and if accepted, Inspector will be deputed to Party's works for inspecting the sub assembly of the Die Punch. The Party will provide all facilities of checking including that of checking the co-ordinates of the contour on their machine. Party will also provide test certificate for chemical composition of the material used for manufacturing Die/Punch segments (cutting elements), Guide Columns, Guide Bushes and Taper Bushes along with hardness achieved of the items. One copy of the observation sheet will be brought back to BHEL, Hardwar.
3. The above observation will be studied further by Q.C., if accepted, clearance will be given to the Party to send the Die. The Die will be delivered by the party to our sub-contracting store.
4. After the receipt of the Die in our sub contract store Party will be informed to depute their technical representative for conducting the trial run on our Press.
5. The Party's representative will open the Die and prepare it for trial run, in the mean time QC (Block-VI) will check:
 - (i) Height of the cutting elements.
 - (ii) Thickness of Top plate, Bottom plate, Die holder, Punch holder and diameter of Guide Column and Guide Bushes and Clamping Slots.
6. Die trial will be carried out at BHEL Hardwar in the presence of Party's representative and the trial run will be witnessed jointly by QC (Block-VI), JTE, Indenter, stamping Technologist and the User. The burr level of the stampings will also be checked jointly. After acceptance of stamping, SRIV will be cleared by QC (Block-VI) and QC (S.C) and the die will be handed over to Stamping Unit for further use.


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MANUFACTURER'S
NAME AND ADDRESS

MANUFACTURING QUALITY PLAN

ITEM: Design and manufacturing Compound die for punching of core lamination stamping (PMG).
Component / cutting plan drawing no.: JTD/SK/0490 (21460101000) for 0.5 mm thick ETS, Product: B.EX. 50/42-30/16.

QP No.: DTX-QP-002
REV. NO. 00
DATE: 04.08.2023
PAGE: 1 of 1

PROJECT : Talcher, W/O No. 10867P13501
Indent NO. : 20231304

SL. NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
									D*	S	B	C	
1.	2.	3.	4.	5.	6.	7.	8.	9.	D*	** 10.			11.
1.	Cutting elements (Die/Punch) & guide columns bushes	Suppliers Test certificates review for Chemical composition and Hardness	Major	TC review	-	DTX-INST-019	DTX-INST-019	Test Certificate	✓	P	V	V	
2.	Guide column, parallel bushes and taper bushes	Suppliers Test certificates review for guide column, parallel bushes and taper bushes	Major	TC review	-	TL1054	TL1054	Test Certificate	✓	P	V	V	
3.	Cutting elements (die/punch), guide column/bushes	DP test of material cutting elements (die/punch), guide column/bushes	Major	NDT	100%	Drawing	Drawing	Test Certificate	✓	-	P	W	No indication Acceptable
4.		Dimensional check of Top bolster/ bottom bolster size, clamping slot size, slot distance from center and die space max/min	Major	Dimensional	100%	160T (TL10231, M/C no.1-19).	160T (TL10231, M/C no.1-19).	Observation Sheet	✓	-	P	W	
5.	Punch assembly and die assembly	Punch/Die contour check on jig-boring machine by dial gauge	Major	Visual	100%	Drawing	Drawing	Observation Sheet	✓	-	P	W	
6.	Die set assembly	Parallelism of Die set	Major	Dimensional	100%	Drawing	Drawing	Observation Sheet	✓	-	P	W	0.02mm per meter

	<p>LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. COC: CERTIFICATE OF COMPLIANCE ** S: SUB-SUPPLIER/ MANUFACTURER, B: MAIN-SUPPLIER, C: BHEL, P: PERFORM, V: VERIFICATION AND W: WITNESS (not hold, work shall proceed if customer/ customer representative does not turn up as per notice time)</p>		<p>DOC. NO. JTD/SK/0490 (21460101000) REV.00</p>
MAIN-SUPPLIER		FOR BHEL	<p>CREATED BY <i>J.S. Kajantara</i></p> <p>REVIEWED BY <i>Naranch Kumar</i></p> <p>APPROVED BY <i>[Signature]</i></p>
SIGNATURE			<p><i>J.S. Kajantara</i> E1, Die Tech.</p> <p><i>Naranch Kumar</i> E-3, DE-4 ACM E sum.</p> <p><i>[Signature]</i> E4, Die Shop</p>

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____ (“Effective Date”) by and between
M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

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

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute
or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for

the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- **(Insert the name of the city/town of the concerned BHEL Unit/Division).**

d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the BHEL Unit/Division is located)**

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address: