

**MATERIAL DESCRIPTION & SPECIFICATION (Catalogue)**

BHEL Material Code : HW7799945125  
 Description : Water Mixible Mineral Oil Based Cutting Fluid "Blasocut 2000U Article no. 870 of M/s Blaser or a Vantin 352S of M/s Carl Bechem or La Visa Super 90 of M/s Emulsichem or Equivalent"

S No	Tender Term and Condition	Confirmation from bidder
<b>General Requirements</b>		
1.	Bidder to provide the documents as per pre-qualification requirements (PQR).	
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 & 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.	Date of manufacturing and expiry should be prominently marked on the supplied items.	
7.	Vendor to offer as per attached technical specification and PQR EMT-6880 and furnish clause wise confirmation / information.	
<b>QUALITY REQUIREMENTS</b>		
1.	Vendor to submit detailed Test Certificate as per BHEL Specifications along with dispatch documents at the time of supply.	
2.	Vendor to submit Guarantee / Warranty Certificate for a period of 12 months from the date of final acceptance of material, along with dispatch documents at the time of supply.	

**Important Instruction to bidders.**

1. Following attachment with this Catalogue for tender preparation.
  - Pre-qualification requirement (PQR)
  - FCA
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](mailto:bharat-b@bhel.in) &/or [puneet.krishna@bhel.in](mailto:puneet.krishna@bhel.in).

EMT-6880

**SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR CUTTING FLUID FOR MACHINING OF HIGHER RATINGS TURBO GENERATOR COMPONENTS ON CNC LATHES, CNC ROTOR SLOT MILLING MACHINES AND CNC HORIZONTAL BORING MACHINES ETC.**

Cl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
1.0	<b>PURPOSE</b>				
1.1	Application specific & proven mineral oil based water miscible cutting fluid (Blasocut 2000 U Article no.870 of M/s Blaser or Avantin 352S of M/s Carl Bechem or equivalent) to be used for Machining of higher ratings of Turbo Generator components such as TG Rotor Shafts, Exciter Rotor Shafts, TG Retaining Rings, Terminal Box & End Shields etc. having different shapes and profiles of high alloy steels grade such as 26NiCrMoV14-5, 26NiCrMoV11-5, X8CrMnN1818K, X04Cr18Ni10Ti, & AA10119 etc. having tensile strength upto 1000 N/mm <sup>2</sup> and hardness upto 290 BHN on Indian environment in high speed CNC Rotor slot milling machines, (Make: M/S INGERSOLL USA & M/S WALDRICH COBURG GERMANY), CNC LATHE (M/S SAFOP ITALY & M/S SKODA) and on CNC Horizontal Boring Machines (Make: M/S FPT ITALY, M/S PAMA ITALY, M/S WOTAN) ETC. by using CBN/TIAlN coated solid carbide tools and carbide indexable inserts of various grades & HSS tools etc.	Vendor to note.			
2.0	<b>PROPERTIES OF CUTTING FLUID:</b>				
2.1	The cutting fluid should be Mineral oil based (having mineral oil content $\geq 40\%$ ) water miscible, high performance with very low foaming properties for general, heavy duty & high speed machining for the above mentioned materials for Machining of higher ratings of Turbo Generator components. Thus the cutting fluid should be stable at extreme machining conditions.	Vendor to confirm & provide details.			
2.2	<b>Odor:</b> It should have pleasant smell (e.g. Orange, Lime, Jasmine etc.) as it will be used in normal Indian environment conditions .	Vendor to confirm & submit the details			
2.3	The recommended concentration of cutting fluid in the machine during use should be between 5% to 8 % for Gen. Machining and 7% to 10 % for Heavy Machining.	Vendor to confirm & provide details.			
2.4	<b>Chlorine:</b> The chlorine content should be less than or equal to 6%	Vendor to accept & confirm			
2.5	The pH value should be 8.3 to 9.6 at 5% V/V. (Refer DIN 51369)	Vendor to confirm & provide details.			
2.6	The Density at 20 °C should be 0.9 to 1.0 gm/cm <sup>3</sup> (Refer DIN 51757)	Vendor to confirm & submit the details			
2.7	<b>Viscosity:</b> Kinematic at 20 °C/40 °C should be 45 to 180 mm <sup>2</sup> /s (Refer DIN 51562)	Vendor to confirm & submit the details			
2.8	No adhesive remainders of the cutting fluid shall appear after operation inside the machine and on the machined component. The behaviour of adhesivity & remainder should be as per VKIS-test sheet (Refer DIN 51385). No additives should be added within the life of emulsion.	Vendor to confirm.			

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2.9	Good emulsion ability and a high life time are required with normal tap water/Industrial water with hardness of 224-265 mg/L.	Vendor to confirm & provide details.			
2.10	Flash Point of concentrate should be $\geq 100^{\circ}\text{C}$ .	Vendor to confirm			
3.0	<b>THE CUTTING FLUID SHOULD HAVE THE FOLLOWING FEATURES:</b>				
3.1	<b>Machining and Tool life:</b> It should give the optimum tool life and good surface finish.	Vendor to confirm			
3.2	<b>Sump Life :</b> It should be 12 months or more.	Vendor to confirm			
3.3	<b>Cooling properties:</b> It should have cooling properties to provide sufficient tool life and low fume generation.	Vendor to confirm			
3.4	<b>Corrosion protection :</b> It should have excellent anti-corrosion property (Refer DIN 51385). The cutting fluid emulsion must not lead to any damages at the wet machine components (blank metal surfaces, protection paintings, elastomeres etc.).	Vendor to confirm & submit the details			
3.5	<b>Low Foam generation:</b> It should have low foam generation properties.	Vendor to confirm & submit the details			
3.6	<b>Good Separation of tramp oil:</b> It should have a property to facilitate separation of tramp oil.	Vendor to confirm			
3.7	<b>Micro-organism Formation:</b> It should have high resistance against microorganisms such that no sludge / bacteria / fungus / foul smell etc. formation occurs in case of stagnation of cutting fluid in the machine in normal shop environment (temp. may range from $4^{\circ}\text{C}$ up to $45^{\circ}\text{C}$ ., Humidity up to 90%).	Vendor to confirm & submit the details			
3.8	<b>Excellent Detergency:</b> The cutting fluid should have good detergency and should not reduce visibility by forming any opaque layer on the glass doors/ windows of machines as well as shall not cause any spots/ moss or remainders on internal parts of the machines.	Vendor to confirm & submit the details			
3.9	<b>Self Inflammability:</b> Must not be Self Inflammable.	Vendor to confirm			
4.0	<b>HEALTH &amp; SAFETY :-</b>				
4.1	The vendor has to submit the MSDS and PDS of offered cutting fluid along with offer.	Vendor to accept & submit the details			
4.2	<b>User friendly:</b> It should not have negative impact on human health and should not create itching problem to the human skin. Also the fumes generated during the machining must not be health hazardous.	Vendor to confirm			
4.3	The product must not contain any component reportable as a carcinogen under 29 CFR 1910.1200	Vendor to confirm			
5.0	<b>OTHER GENERAL REQUIREMENTS:</b>				
5.1	Vendor to provide service by deputing their representative on daily basis at Block-1, Machine shop, BHEL, Haridwar to check, maintain and monitor the status of cutting fluid (for performance, concentration, cleaning of tramp/hydraulic oil from cutting fluid, clean & fill the machine cutting fluid tank, top up requirements etc.) till the ordered quantity is consumed without any financial implication to BHEL Hardwar. The procured quantity will be used continuously till stocks end.	Vendor to accept.			

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Cl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
5.2	Vendor to confirm that the offered cutting oil shall be suitable to be used on CNC machines / machining centers and will not have any adverse effect on the machine.	Vendor to confirm			
5.3	BHEL Reserves the right to reject the complete lot of material in case of non conformance to the requirements of this technical specification even after successful trial.	Vendor to accept.			
6.0	<b>TRIAL FOR PHYSICAL VERIFICATION &amp; FURTHER TECHNICAL CLEARANCE AFTER PLACEMENT OF PURCHASE ORDER:</b>				
6.1	After placement of PO, qualified lowest bidder will have to supply a quantity of 800 litre of offered cutting fluid to BHEL Haridwar within 20 days of first intimation by BHEL . This amount of cutting fluid will be considered as a trial quantity from the first lot of PO. The supplied cutting fluid will be tried in BHEL Haridwar on the machines mentioned at clause number 1.1. On the basis of satisfactory performance of the cutting fluid on various machines for 4 months, clearance for remaining and balance supplies will be given. Satisfactory performance of cutting fluid shall be subjected to acceptance of cutting fluid in trial vide criteria mentioned in clause no.- 2.1 to clause no.- 4.3 of Specification. In case of failure/non satisfactory performance of the above mentioned trial, the PO will be cancelled without any financial implication to BHEL. In that case, no payment shall be done against supplied cutting fluid for trial. Vendor may take back the remaining cutting fluid (If Any) without any financial implication to BHEL. However, in case offered product of vendor is running successfully in Block-1, Machine shop,, HEEP-BHEL Haridwar or vendor has conducted trial of the same offered product previously at Block-1, Machine shop, HEEP-BHEL Haridwar and has been found successful, the vendor will be exempted from trial as per this clause (Clause Number 6.1).	Vendor to accept & confirm			
7.0	<b>PRE-QUALIFYING REQUIREMENTS :</b>				
7.1	Only those cutting oil manufacturers will be qualified who have supplied mineral oil based water miscible cutting fluid for previous one year or more (from the date of opening of the tender) for Machining of higher ratings (250MW & above) of Turbo Generator components on CNC 5 (or more) axis machine(CNC Rotor Slot Milling Machine and CNC Horizontal Boring Machine) of the following high alloy steel materials such as : 26NiCrMoV14-5,26NiCrMoV11-5, X8CrMnN1818K, X04Cr18Ni10Ti, AA10119 etc.	Vendor to submit			
7.2	List of the customers / companies where referred cutting fluid have been supplied / established is to be submitted.	Vendor to submit			
7.3	Name of customer / company where cutting fluid has been established along with their Purchase Order copy. Offer without this document shall be rejected. However in the submitted PO copy, offered price may be concealed by suitable means.	Vendor to submit			
7.4	Name, designation & contact details (Phone, email, postal address, etc) of the contact person of any one customer / company mentioned in clause 7.3.	Vendor to submit			

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Cl. No.	DESCRIPTION OF BHEL REQUIREMENT		REQUIRED	OFFERED	DEVIATION	REMARKS
7.5	Successful performance certificate / report either from their customers or BHEL regarding successful establishment of cutting fluid (Original Certificate or through E-mail directly from the customer) for Machining of higher ratings (250MW & above) of Turbo Generator components on CNC Rotor Slot milling machines and CNC Horizontal Boring Machines for the material mentioned in clause 7.1 is required. The original performance certificate may be returned after verification by BHEL, if required. Offer without this certificate shall be rejected. The customer, issuing the performance certificate / report must be a reputed manufacturer of higher ratings (250MW & above) of Turbo Generator components. The performance certificate / report must contain comments categorically from the customer on odour, sump life & performance of cutting fluid.		Vendor to submit			
7.6	Recommendation from any Technical center or Lab is not acceptable.		Vendor to accept			
7.7	BHEL may depute person(s) to verify the performance of the cutting fluid of referred company, from which performance certificate is given, if required. Vendor will have to arrange the visit of BHEL personnel to the referred company. However fare, boarding & lodging for the representative(s) shall be borne by BHEL.		Vendor to confirm			
7.8	The offered cutting fluid manufacturer should be ISO 9001 certified for cutting fluid lubricants copy of valid certificate should be submitted along with the offer at the time of opening the tender. Offer without this certificate shall be rejected.		Vendor to submit			
7.9	Test report of offered cutting fluid from National Chemical Laboratory or other NABL accredited laboratory for chemical and physical properties shall be submitted by vendor for confirmation of oil & other content. Test report must contain information on the followings: Mineral oil content, Density at 20 degree C, Viscosity at 20/40 degree C, pH value, Flash point and other physical and chemical properties.		Vendor to submit			
7.10	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected		Vendor to accept & confirm			
			निर्माणकर्ता WORKED BY	Vishal Kumar Ashish		दिनांक 8/12/2021
BI-1 M/c Shop सहमत विभागा	Pankaj Kumar Rawat	दिनांक एवं हस्ताक्षर 8/12/21	जांचकर्ता CHECKED BY	Neeraj Kumar		8/12/2021
AGREED DEPTT	NAME	DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	Ajit Kumar		8/12/21
			स्वीकृति APPROVED : AGM (EMT)	Jessy Abraham		दिनांक

**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: