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**BHEL Tender Enquiry No. B/4066/2024/2000/V1 for the requirement of HPT STEAM EVACUATION VALVE for Adani Raigarh project on GeM Portal**

**LIST OF ENCLOSURES**

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	<b>TOTAL PAGES</b>	<b>18</b>

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**BHARAT HEAVY ELECTRICALS  
LIMITED, HARIDWAR**

**TURBINE LAYOUT GROUP**

**DOCUMENT NO.**

**TL-BOI-HPR-PQR-021**

**Dt: 23.11.2023**

**Pre-Qualification Requirement (PQR) for  
HPT Steam Evacuation Valve**

**Description**

The HPT Steam evacuation valve is used for evacuating the trapped steam in HP Turbine during turbine trip case. It is on/off & globe type valve. It is pneumatically operated very quick opening and closing type valve. Inlet of the valve is connected in turbine exhaust pipe and outlet of valve is connected to condenser which is under vacuum. The valve shall be designed for high steam flow to ensure evacuate the steam in very less time for safety of Turbine.

The above valve should be very reliable and proven in design. It open in sudden and allow required flow of steam under all given conditions.

**Mandatory requirement for Pre-Qualification**

**1.0 Experience Requirement -**

Vendor should have successfully designed, manufactured, tested & supplied of HPT steam evacuation valves for steam application. Vendor should have supplied one (1) no. of valve in at least one power or process plant in last Eight (8) years (from the date of issuance of enquiry) with following technical details –

<b>Sl. no.</b>	<b>Product features</b>	<b>Details</b>
1.	Design Pressure	50 kg/cm <sup>2</sup> & above
2.	Design Temperature	450 deg.C or above
3.	Actuator type	pneumatic
4.	Nominal Size	150 NB & above

In support of above, vendor to furnish information, as per the following format for previous supplied HPT Steam evacuation valve meeting the above technical requirement in last eight (8) years from the date of issuance of enquiry.

<b>Sl. No.</b>	<b>Name &amp; address of customer</b>	<b>Contact Details of the customer (email &amp; phone number etc.)</b>	<b>Purchase order reference no. &amp; issued date</b>	<b>Actuator type</b>	<b>Design Pressure</b>	<b>Nominal Size</b>	<b>Design Temperature</b>

Vendor to submit the following documents of supplied valves for the above mentioned successfully executed order: -

- a) Vendor to furnish copy of Un-Priced Purchase Orders executed for supply of at least one no. of HPT Steam evacuation valve in one project in last eight (8) years (from the date of issuance of enquiry).

- b) Vendor to furnish the test certificate for Material, Hydraulic, leakage & functional test for HPT Steam evacuation valve as per relevant standard for any one of the PO submitted. The submitted test certificates should have co-relation with PO.
- c) Vendor to furnish dispatch documents w.r.to above executed P.O. i.e. approved GA drawing & data sheet of valve, delivery challan, tax invoice , inspection report & Lorry way bill for our review.

2.0 An Indian JV/Subsidiary company or a company having collaboration can also offer, provided that it has a valid technical collaboration or licensing agreement (for design/engineering, manufacturing, testing and supply of such equipment) in India with a Qualified Equipment Manufacturer (QEM) who meets the requirements stipulated at clause 1.0 above. Vendor to furnish supporting docs for valid technical collaboration or licensing agreement in India with a QEM.

3.0 The Indian JV/Subsidiary Company shall design, manufacture & test above referred valve as per QEM/Collaborator practice. Vendor to confirm.

NOTE:-

1. BHEL reserves the right to verify the information submitted by vendor. BHEL may visit the factory premises of the vendor for verification and other purposes submission of false/ incorrect information shall lead to rejection of offer.
2. BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule does not hamper.

ANIL KUMAR *Anil Kumar*  
24/11/2023  
(Dy.Mngr-STE/TL)

S.K. SONKAR *Sandeep*  
24/11/2023  
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24/11/23  
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*24/11/23*  
SASWATI SRIVASTAVA  
(AGM-CIE)

**BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS**  
**ITEM NAME: HPT STEAM EVACUATION VALVE**  
**PROJECTS: PROJECTS: 2X800 MWADANI RAIGARH MW**

**1. SCOPE OF ENQUIRY:**

E-bids on GeM portal are invited from bidders for the supply of **HPT STEAM EVACUATION VALVE with its spares for 2X800 MW ADANI RAIGARH MAHAN PROJECT** as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Delivery schedule
1	W90313787034 DRG: 0 REV:00 HPT STEAM EVACUATION VALVE AS PER DOCUMENT NO. <u>412127V20005</u>	02 NOS	Lot-1: 01 ST, 04.03.2026 (Raigarh unit-1) Lot-2: 01 ST, 04.07.2026 (Raigarh unit-2)
2	W93318102016 DRG: 41810221002 REV:00 LIMIT SWITCH( INDUCTIVE) N.STD:- GRADE: -	01 NO	01 NO , 04.09.2026 (Raigarh spares)
3	W99318102089 DRG: 41810221002 REV:00 SOLENOID VALVE OF HP RELIEF VALVE	01 NO	01 NO , 04.09.2026 (Raigarh spares)

**2. Project Detail:**

Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW RAIGARH PH-II PROJECT
Consignee Address	Adani Power Limited, Village: Chhote Bhandar, PO: Bade Bhandar, Tehsil: Pussore Raigarh 496100, Chhattisgarh

**3.BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC**

Sl. No.	Terms	Description	Supplier confirmation
1.	<b>Documents Checklist:</b>	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none"> <li>• Buyer Specific T&amp;C.</li> <li>• Technical PQR &amp; its supportive document.</li> <li>• Technical drawing &amp; purchase specification.</li> <li>• Quality plan.</li> <li>• Certificate/self-certification for minimum local content as per PPP-MII order.</li> <li>• Replica of price bid schedule without prices with part-I offer.</li> </ul>	

		<b>Please note that technical documents shall be shared against submission of FCA (FCA copy enclosed) .</b>	
2.	<b>Compliance of GTC on GeM</b>	General Terms and Conditions on GeM 4.0 (Version 1.15) Dt. dt 15.06.2024 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm that the same is acceptable to you for this tender..	
3.	<b>Pre-Qualification Requirements</b>	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	<b>Customer approval requirement</b>	End User approval is mandatory requirement for considering your offer in this tender. Kindly submit your credentials with all supporting documents along with your offer for take up your approval with End User.  Price bid of the offer of only those bidders who will be approved by the End User will be considered for price bid opening.	
5.	<b>Make in India Clause</b>	"For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NIT  As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.  For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.	
6.	<b>Compliance of Rule 144 (xi) of GFR 2017</b>	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
7.	<b>Bid validity/ Validity of offer</b>	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.  The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.	
8.	<b>Prices/Basis of Quotation</b>	Kindly confirm that quoted prices shall be firm till execution of the contract.  Ensure to quote your price inclusive of Freight & GST for Total quantity on GeM portal.  Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.	

		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> . Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.									
9.	<b>Evaluation criteria</b>	Evaluation shall be done project wise on total landed cost up to Raigarh Project Site considering all material codes together.									
10.	<b>Evaluation Currency</b>	The evaluation currency for this tender shall be INR.									
11.	<b>Payment terms:</b>	<p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC)/confirmation of material receipt at site and submission of bills as per the below details:</p> <table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> <p>Subject to submission of non-discrepant documents.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
12.	<b>GeM charges</b>	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
13.	<b>Contract execution</b>	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
14.	<b>Delivery Period</b>	Please quote your lot wise delivery completion period in line with BHEL project site requirement as mentioned in para "1" of this ATC in number of weeks/months from the date of Purchase Order.									
		For Mandatory spares (i.e. sl.no. 2 to 3 of para 1 of this ATC)- Delivery mentioned in enquiry is indicative delivery. Actual delivery shall be taken up BHEL as per site requirement and clearance from customer, please confirm.									
15.	<b>Technical Requirement</b>	Kindly ensure completeness of your offer as per BHEL drg nos LIST 413137V8005 , Doc. no. 41810221002 ,41313795102,413137W1101 & 413137V8100 .									
		Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/documents within 30 days of their receipt provided those are complete in all respect. Any delay in documents submission/approval shall be on respective account									
16.	<b>SPECIAL INSTRUCTION</b>	<p>Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p> <p>In case of any confusion / un-clarity on any of the clause / requirement of</p>									

		<p>specification, please clarify the same from BHEL before submission of offer.</p> <p>No deviation &amp; request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.</p> <p>Please note and confirm.</p>	
17.	<b>Special Instructions:</b> -	<p><b>For Raigarh Projects:</b> -</p> <ol style="list-style-type: none"> <li>1. 8 DIGIT GST HSN code of item to be provided .</li> <li>2. Documents (GR/LR, packing list, test certificates) are required in original for billing.</li> <li>3. Material is to be dispatched on door delivery basis.</li> <li>4. All Mandatory spares items should be packed separately with proper labelling like item.Description of PO no etc in separate green colour painted wooden boxes"MANDATORY SPARES" should be mentioned on BOX.</li> <li>5. TERMINAL BOX shall be with cage clamp/screwless terminals.</li> </ol>	
18.	<b>Liquidated Damages (LD) for late delivery</b>	<p><b>Liquidated Damages</b> for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise order value". . Kindly confirm..</p> <p>The date of LR/GR would be treated as the date of delivery for penalty purposes.</p>	
19.	PAINTING REQUIREMENTS	Kindly confirm the following painting requirement; Paint shade shall be informed Iter & total DFT shall be 225 micron.	
20.	<b>Packing and Storage</b>	<p>Kindly confirm the following packing instruction;</p> <p><b>a)</b> ALL MANDATORY SPARES ITEMS SHOULD BE PACKED SEPARATELY WITH PROPER LABELLING LIKE ITEM.</p> <p><b>b)</b> DESCRIPTION PO NO ETC IN SEPARATE GREEN COLOUR PAINTED WOODEN BOXES &amp; "MANDATORY SPARES" SHOULD ME MENTIONED ON BOX.</p>	
21.	<b>Breach of contract</b>	<p>In case bidder to fail to full-fil the contractual obligations as per contract, Performance Security/Performance Bank Guarantee available with BHEL against the contract value, the same be encashed by BHEL.</p> <p>Further, legal remedies be pursued, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions/extant guidelines of BHEL. Please confirm.</p>	
22.	<b>Conflict of interest:</b>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified.</p> <p>A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process.</p>	

		<p>Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>	
23.	<b>Reverse Auction (E-bidding)</b>	BHEL shall be resorting to Reverse Auction (RA) on GEM portal as per GEM functionalities for this tender. RA shall be conducted among the techno-commercially qualified bidders.	
24.	<b>MDCC clause</b>	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR), (as applicable) to BHEL. After review &amp; acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>After receipt of complete quality documents / TCs, minimum 7 days would be required by BHEL for issuance of MDCC. Material shall be dispatched within 7 days from the the date of issuance of MDCC.</p>	
25.	<b>Action against Bidders / vendor / supplier / contractor in case of default:</b>	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>"</p>	
26.	<b>Arbitration/settlement of disputes clause</b>	In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substitutive law of India.	
27.	<b>Guarantee/Warranty clause</b>	<p>Kindly confirm the following Guarantee/Warranty clause;</p> <ul style="list-style-type: none"> <li>The supplier shall guarantee trouble free operation of the equipment for a period of 2 years after installation and commissioning or a period of 3 years from the date of dispatch of equipment whichever is earlier.</li> <li>In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</li> </ul>	

		BHEL reserve the rights to reject/load the offers having lesser guarantee period as mentioned above.	
28.	<b>Order Acceptance :</b>	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
29.	<b>Beneficiary of PO</b>	Kindly confirm on whom the PO will be placed in the event of ordering.	
30.	<b>Delivery</b>	Bidders are requested to offer best possible delivery (project/Lotwise) from PO placement.	
31.	<b>Additional Conditions for Assessment</b>	<p>BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR).</p> <p>BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.</p>	
32.	<b>O&amp;M Manuals</b>	<p>Kindly confirm that in the event of ordering O&amp;M manuals will be provided in 07 nos. of Hard Copies and 02 CD ROMS / PEN DRIVE to BHEL Haridwar.</p> <p>Kindly note that your documents including O&amp;M Manual shall bear the details as per cover page (Annexure-IV). Further the cover page of the O&amp;M Manual shall be bilingual in Hindi &amp; English Language.</p>	
33.	<b>Quality Requirement</b>	<p>_ Kindly confirm the following quality requirement;</p> <ol style="list-style-type: none"> <li>1. VENDORS TO CONFIRM TO FOLLOW AND SUBMIT ENDORSED COPY OF ATTACHED CUSTOMER APPROVED QP.</li> <li>2. INSPECTION BY BHEL NOMINATED INSPECTION AGENCY TUV AND CUSTOMER AS PER CUSTOMER APPROVED QUALITY PLAN .</li> <li>3. FOR SPARES: INSPECTION SHALL BE DONE AS PER CUSTOMER APPROVED QP. FOR ITEM NOT APPEARING IN CUSTOMER APPROVED QP, TC/COC SHALL BE SUBMITTED</li> </ol> <p>Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only.</p> <p>Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection.</p>	

#### **SPECIAL NOTE FOR BIDDERS:**

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) of General Terms and Conditions of GeM.
4. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
5. Please submit signed & stamped copy of QP .
6. Updated MSE/UAM certificate (if any).
7. Certification of Local content as per PPP-MII Order-2017 as per enclosed format .

## **Format for Self Certification under preference to Make in India order**

### **Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier. The percentage of local content in the items \_\_\_\_\_ offered by us against Enquiry No. \_\_\_\_\_ is \_\_\_\_\_% (percentage).

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

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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.

Sign & Stamped of the supplier

**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:

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL	TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	HP RELIEF VALVE	QP NO.	QA_BI_QP_E16	DATED						
		DRG. NO.	AS PER PO									
		SPEC.	AS PER PO									
REV.	06	Page 1 of 2										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS		
1	2	3	4	5	6	7	8	9	M B I N	10	11	

1.0- RAW MATERIALS & BOUGHT OUT ITEMS												
1.1	Body and Seat	Physical & Chemical Properties	MA	Physical & Chemical Examination	One per lot	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	V	V
1.2		Heat Treatment	MA	Verification	One per lot	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	V	V
1.3		Visual Examination	MA	Visual Examination	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	V	V
1.4		Internal Soundness	CR	Radiograph Test	100% on CR	ASME Sec V	ASME B 16.4 Appendix I	Test Certificate	<input checked="" type="checkbox"/>	P	V	V
1.5		Sub-surface inspection	CR	Magnetic particle test	100% on Roots area	ASME Sec V	ASME B 16.4 Appendix II	Test Certificate	<input checked="" type="checkbox"/>	P	V	V
1.6		Trim (Plug Seat Ring & Seats)	Physical & Chemical Properties	MA	Physical & Chemical Examination	One per lot	BHEL Approved Data Sheet	BHEL Approved Data Sheet	<input checked="" type="checkbox"/>	P	V	V
1.7		Pressure Reducing Passengers	Physical & Chemical Properties	MA	Physical & Chemical Examination	One per lot	BHEL Approved Data Sheet	BHEL Approved Data Sheet	<input checked="" type="checkbox"/>	P	V	V
1.8		Accessories	Visual	Visual/Model Verification	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Completion Certificate	<input checked="" type="checkbox"/>	P	V	V
2.0- IN PROCESS INSPECTION												
2.1	Body, Bonnet, Plug, Seat Rings after machining	Dimensional Check	MA	Measurement	100%	BHEL Approved Data Sheet/ Drawing	BHEL Approved Data Sheet/ Drawing	IR	<input checked="" type="checkbox"/>	P	V	V
2.2	Body & Bonnet	Pressure Resistance	CR	Hydro Test	100%	ASME B 16.24/ BHEL Approved Data Sheet	No Leak	IR	<input checked="" type="checkbox"/>	P	V	V
2.3	Plug & Seat Contact	Blue match	MA	Plug & Seat Contact	100%	BHEL Approved Data Sheet	Full line contact	IR	<input checked="" type="checkbox"/>	P	V	V

MANUFACTURER/SUBCONTRACTOR <i>Kamel Sehgal</i> Singer Standard 20094512 00000000 +0579	Digitally signed by <i>Kamel Sehgal</i>	LEGEND: 1 RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M MANUFACTURER/ SUBCONTRACTOR B BHEL / NAM. INSPECTION AGENCY N CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CR' OF CUSTOMER	FOR CUSTOMER USE  APPROVED BY <i>W. Khan Energen Ltd.</i> <i>T. J. [Signature]</i> 12/11/2023

Kamel Sehgal  
Manager, QAX

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL					
BHEL	VENDOR'S NAME	ITEM	HP RELIEF VALVE		OP NO.	QA. BII. OP. 116								
		DRG. NO.	AS PER PO		DATED		10/02/13							
		SPEC.	AS PER PO											
		REV	00		Page 2 of 2									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS				
1	2	3	4	5	6	7	8	9	M B I N	10	11			

3.0 FINAL INSPECTION & TESTING											
3.1	Performance Test on Assembled valve fitted with Accessories	Hydro Test	CR	Hydro Test	100%	BHEL Approved Data Sheet/Drawings	BHEL Approved Data Sheet/Drawings	Test Certificate	<input checked="" type="checkbox"/>	P	W
3.2		Seat Leak Test	CR	Leak Test	100%	BHEL Approved Data Sheet/Drawings	BHEL Approved Data Sheet/Drawings	Test Certificate	<input checked="" type="checkbox"/>	P	W
3.3		Performance test of Valve	CR	Calibration (Torque, Travel, stroke, Seating force)	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	W
3.4		Packing Tightness	CR	Packing Load Test	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	W
3.5		Control Valve Flow Capacity	CR	Capacity Test	One / Type	BHEL Approved Data Sheet/As 11-02	Full Capacity	Test Certificate	<input checked="" type="checkbox"/>	P	W
3.6		Model Verification of Actuator and positioner	MA	Visual	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	Test Certificate	<input checked="" type="checkbox"/>	P	W
4.0 PAINTING, PRESERVATION & PACKING											
4.1	Final Inspection	Dimension & Visual	MA	Overall Dimension & Visual	100%	App GA Drawing	App GA Drawing	Test Certificate	<input checked="" type="checkbox"/>	P	W
4.2	Painting	Paint finish color shade	MA	Visual DFT Measurement	100%	Purchase Specification	Purchase Specification	-	<input checked="" type="checkbox"/>	P	V
4.3	Assembled Valve Completeness	Marking Name Plate & Tagging	MA	Marking Name Plate & Tagging	100%	BHEL Approved Data Sheet	BHEL Approved Data Sheet	-	<input checked="" type="checkbox"/>	P	W
4.4	Packing	Packing List, Safety	MA	Verifications	100%	Customer Spec	Customer Spec	-	<input checked="" type="checkbox"/>	P	V

Digitally signed by: Suresh Date: 2023.03.13 08:18:40 00:307	LEGEND: I RECORDS IDENTIFIED WITH 'THICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CP' OF CUSTOMER	FOR CUSTOMER USE	APPROVED BY
<i>Kamal Sehgal</i>	Kamal Sehgal Manager, QAX		<i>T. Venkateswaran</i>