

**BHARAT HEAVY ELECTRICALS LIMITED ,**  
**Heavy Electrical Equipment Plant**  
**Ranipur, Haridwar – 249 403 (UA), India**



**Documents Checklist: GeM Tender Enquiry No. GEM/2025/B/6134290 Dated 15.04.2025 for the requirement of DC Starter Panels & GIC for NTPC LARA Project**

	<b><u>Document No.</u></b>	<b><u>Page</u></b>	<b><u>Remarks/ Check</u></b>
1.	Index Checklist	01	
2.	BUYER SPECIFIC TERMS & CONDITIONS OF THE TENDER	08	
3.	Confirmation of PRE-QUALIFICATION REQUIREMENT clause 3, 4, 5, and 6	01	
4.	FCA to be submitted by non-registered vendor only for getting enquiry related drawings		Applicable/ Not Applicable
5.	BHEL SQP	02	
6.	MSE/MSME (if have)		Yes/ NO
7.	MADE IN INDIA DECLARATION FORMAT (page 8 of ATC)	01	

<b><u>PQR Documents</u></b>		
	<b><u>Document No.</u></b>	<b><u>Remarks</u></b>
1.	Supporting documents for PQR Clause No. 1	
2.	Supporting documents for PQR Clause No. 2	
3.	<p>Confirmation of Sl. No. 7 of ATC, that you have checked all Technical Specifications and related drawings. Material will be supplied as per documents specifications with any deviation.</p> <p>or</p> <p>Endorsed copy of following documents.</p> <ol style="list-style-type: none"> <li>1. TG60667 R03 &amp; TG60668 R04 are for DC Starters and GIC.</li> <li>2. TG60184 Rev-08 for Level Switch and Probe.</li> <li>3. TG60577 Rec-04 for Digital Indicators.</li> <li>4. Drg. No. 41811901025 for DC EOP starter panel for 29 KW DC Motor</li> <li>5. Drg. No. 41811901028 for DC JOP starter panel for 90 KW DC Motor</li> <li>6. Drg. No. 41811901031 for DC SOP starter panel for 22 KW DC Motor,</li> <li>7. Drg. No. 41811901032 for GIC panel for 800 MW project with additional LS.</li> <li>8. Drg. No. Annex. 418119G8502 for Mand Spares of GIC.</li> </ol>	

**Scope of Enquiry**  
**Item Name: GIC, DC JOP, DC EOP & DC SOP Starter& Mand Spares**  
**Project: NTPC-LARA**

- 1. Scope of Enquiry:** E-bids on GeM are invited from bidders for the supply of DC JOP, DC EOP, DC SOP Starter & Mand Spares for **LARA Project of (2X800 MW)**, as per requirement mentioned below:

**Material requirement (Mat code wise): Details for one Project (2 Units) :**

Sl. No.	Material Code & Item Description	Total Qty (No.)	Lot Schedule		
			Lot-1	Lot-2	Lot-3
1	W96415211285 GENERATOR INSTRUMENTATION CABI NET (GIC) FOR 800MW GENERATOR AS PER DRG. NO. 41811901039 WITH ADDITIONAL LTX SPEC: TG60668 REV: 04	2	01.05.2026	01.09.2026	-
2	W96415210475 (DC JOP) DC JACKING OIL PUMP STARTER CABINET (FOR 90KW MOTOR) AS PER DRG: 41811901028 SIZE: 1000(W)X800(D)X2100(H)APPOX SPEC: TG60667 REV: 03	3	01.05.2026	01.09.2026	11.11.2026
3	W96415210181 DC.EOP- DC EMERGENCY LUBE OIL PUMP STARTER FOR 29 KW MOTOR (2 STEP STARTING) AS PER DRG 41811901025 SPEC: TG60667 REV: 03	3	01.05.2026	01.09.2026	11.11.2026
4	W96415210637 DC.SOP- DC SEAL OIL PUMP START ER FOR 22KW (170A) MOTOR AS NO. 41811901031 SPEC: TG60667 REV: 03	3	01.05.2026	01.09.2026	11.11.2026
5	W96415211293 MANDATORY SPARES OF DC STARTER PANELS & GIC AS PER DETAILS IN ANNEXURE 418119E2502 REV:00	1	-	-	11.11.2026

**2. Consignee Details and delivery schedule:**

Sl. No.	Project Name	Site/ Project Address	Requirement Schedule	
1	LARA	BHEL Site office, 2X800 MW NTPC LARA stage II project. Pusaur, Dist Raigarh, Chhattisgarh 496440	Lot-1	01.05.2026
			Lot-2	01.09.2026
			Lot-3	11.11.2026

**3. EARNEST MONEY DEPOSIT (EMD): ZERO**

#### 4.0 Buyers Specific Additional Terms & Conditions in addition to GTC

Annexure A:

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to compliance of GTC on GeM 4.0 (Version 1.23)	General terms and conditions on <b>GeM 4.0 (Version 1.23 dated 05.03.2025)</b> or subsequent rules/policies issued by GeM shall be applicable. <b>Please confirm.</b>	
2.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
3.	Public Procurement (Preference to Make in India)	For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Vendor to submit tender specific self-certificate in line with PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 clearly indicating percentage of local content. <b>Please Confirm</b>	
4.	Customer approval Condition	Please note that procurement shall be done only from the vendors, approved by end customer i.e. NTPC. BHEL will share successful vendor name and credentials to customer for approval before price bid opening and Part-2 will be opened for customer approved vendor only.  VENDORS TO PROVIDE FILLED NTPC QUESTIONARY WITH THEIR CREDENTIALS FOR NTPC CUSTOMER APPROVAL AS PROFILE, PAST EXPERIENCE PO, PERFORMANCE CERTIFICATE ETC.	
5.	Pre-Qualification Requirements (PQR)	The Pre-Qualification Requirements have been compiled and format is placed at Sl. No. 33. Bidder to submit filled copy of PQR Table with supporting PO copy, unpriced dispatch document, approved GA drawing etc. 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.	
6.	Sharing of Specifications & drawings	The requirement of GIC, DC SOP, DC JOP, DC EOP Panels should be as per specified drawings and specification. Bidders shall submit endorsed copy of attached FCA at email id <a href="mailto:adesh@bhel.in">adesh@bhel.in</a> or <a href="mailto:sagargupta@bhel.in">sagargupta@bhel.in</a> to get soft copy of Specifications & drawings. BHEL –HEEP registered PMD vendors for the items of this enquiry will not require to provide signed FCA to get the confidential drawings/specifications.	
7.	Special Instruction of Technical requirement	Test and Guarantee certificates are required to be submitted. Please confirm.  Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations. Please confirm that relevant BHEL specification to be followed without any deviation. 1. TG60667 R03 & TG60668 R04 are for DC Starters and GIC. 2. TG60184 Rev-08 for Level Switch and Probe. 3. TG60577 Rec-04 for Digital Indicators.  Please confirm that following schematic drawing/ details are followed: - 1. Drg. No. 41811901025 for DC EOP starter panel for 29 KW DC Motor 2. Drg. No. 41811901028 for DC JOP starter panel for 90 KW DC Motor 3. Drg. No. 41811901031 for DC SOP starter panel for 22 KW DC Motor, 4. Drg. No. 41811901032 for GIC panel for 800 MW project with additional LS.	

		<p>5. Drg. No. Annex. 418119G8502 for Mand Spares of GIC.</p> <p>Vendor to provide 5 no. hard copies of operation &amp; maintenance (O &amp; M) manual along with supplies. 2 no. hard copies &amp; soft copy of O &amp; M manual to be sent to BHEL Haridwar. Please confirm.</p> <p>1. 20% spare Terminal blocks to be provided in each cabinet.</p> <p>2. Louvers shall be with removable wire mesh to ensure dust and vermin proof.</p> <p>SPARE BOX(ES) SHOULD BE CLEARLY LABELLED AS "MANDATORY SPARES AND ARE TO BE PACKED SEPARATELY IN GREEN COLORED BOX(ES).</p>									
8.	Quality Requirements	<p>Bidder to submit endorsed copy of BHEL SQP "QA-BE-QP-304 Rev 03 for DC starter cabinet" and "QA-BE-QP-305 Rev 00 for GIC. Inspection shall be done by BHEL/ BHEL TPI and NTPC customer as per NTPC approved QP.</p> <p>Customer approved QP shall be followed in totally.</p> <p>Please note that BHEL will pay directly to BHEL's nominated TPI.</p>									
9.	Price basis, Evaluation Currency, Firm prices & Transit Insurance	<p>Prices should be quoted on F.O.R. Destination up to LARA Project basis i.e. including freight, packing &amp; forwarding charges, GST etc.</p> <p><b>The evaluation currency for this tender shall be INR.</b></p> <p><b>Price will remain firm and fixed during entire execution of tender/supply.</b></p> <p><b>Transit insurance shall be arranged by BHEL and not to be included in the prices.</b></p>									
10.	Evaluation criteria	<p><b>Evaluation</b> will be done on the basis of <b>total landed cost to BHEL for complete enquiry</b>, with cost involved for delivery up to LARA project site (considering material cost, taxes &amp; duties, Freight etc.</p>									
11.	Payment Terms	<p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:</p> <table><tr><td>Type of Bidder</td><td>Payment Terms (Number of Days) from MRC</td></tr><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></table> <p>Subject to submission of non-discrepant documents. MSE benefits shall be as per GeM/ GeM NIT.</p>	Type of Bidder	Payment Terms (Number of Days) from MRC	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days) from MRC										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
12.	Manufacturing cum Delivery Period	<p>Kindly quote your minimum <b>delivery period in no. of weeks. (time taken including manufacturing + Joint inspection + 07 days for MDCC issuance and up to Dispatch)</b></p> <p>From the date of manufacturing clearance.....</p> <p>Early delivery will be accepted as per BHEL site requirement.</p>									
13.	Manufacturing clearance	<p>In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.</p>									
14.	Document submission for approval from BHEL/customer	<p>Drawings/Data sheets/Documents/Type Test etc. as called for in the specifications 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/data sheets/QAP/documents 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. Delays in approval shall be dealt on merit basis.</p>									
15.	MDCC clause	<p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p>									

		Material is to be dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
16.	<b>Packing and Dispatch Instructions</b>	<ol style="list-style-type: none"> <li>Before shipment of material, vendor has to obtain QR code from BHEL and same to be fixed on packages with laminated. Vendor to be insured for correct QR fixing on Boxes.</li> <li>LOOSE ITEMS OF GIC CABINET (LEVEL PROBES) TO BE PACKED SEPARATELY AND CLEARLY LABELLED AS "LOOSE ITEMS OF GIC CABINET". DETAILED PACKING LIST OF THE SAME TO BE PROVIDED BY THE VENDOR.</li> <li>ALL ITEMS AGAINST MANDATORY SPARE ARE TO BE PACKED SEPARATELY IN GREEN COLORED BOXES AND SHOULD BE CLEARLY LABELLED AS "MANDATORY SPARES FOR INSTRUMENTATION CABINET HWR.</li> </ol>	
17.	<b>Packing Instructions with QR code</b>	<ul style="list-style-type: none"> <li>➤ Material of unit-1, unit-2 and mandatory spares need to be packed in separate boxes.</li> <li>➤ Vendor to ensure proper and sturdy packing suitable for handling during transportation up to site in healthy condition.</li> <li>➤ Vendor to submit packing list (box-wise) for BHEL review before dispatch.</li> <li>➤ Before shipment of material, vendor has to obtain QR code from BHEL and same to be fixed on packages with laminated. Vendor to be insured for correct QR fixing on Boxes.</li> </ul>	
18.	<b>Guarantee</b>	<p>Kindly confirm that all equipment shall be guaranteed for trouble free performance for 18 months from the date of shipment or 12 months from the date of commissioning, whichever is earlier. Buyer to submit guarantee certificate mentioning above guarantee period.</p> <p>Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.</p>	
19.	<b>Liquidated Damages</b>	<p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed Lot per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.</p> <p>Complete material of each lot to be dispatch in one go only. In case of partial supply, dispatch of last item of lot shall be considered for LD purpose.</p>	
20.	<b>Settlement of Dispute, CONCILIATION &amp; ARBITRATION:</b>	<p><b>Settlement of Dispute</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.</p> <p><b>CONCILIATION:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>ARBITRATION:</b></p>	

		<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>Subject to the above, the provisions of Arbitration &amp; Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar , shall have exclusive jurisdiction.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p>	
21.	<b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b>	<p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</li> <li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</li> </ol>	

		<p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>Remedies in case of Breach of Contract.</b></p> <p>i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>	
22.	<b>Suspension of Business Dealings with Suppliers / Contractors:</b>	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
23.	<b>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</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. 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. 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 authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal, -</li> </ol> <p>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>													
24.	<b>MICRO AND SMALL ENTERPRISES (MSE):</b>	<p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <thead> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST &amp; Women Owned)</th></tr> </thead> <tbody> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															
25.	<b>JURISDICTION</b>	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>													
26.	<b>Force Majeure</b>	<p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the</p>													



		occurrence of an event of Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure	
27.	<b>Cartel Formation</b>	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
28.	<b>Fraud Prevention Policy:</b>	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
29.	<b>Order of Precedence:</b>	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC	
30.	<b>Contact details</b>	Please provide 2 Nos of contact details (email id and contact no.) for clarifications.  1..... 2.....	
31.	<p style="text-align: center;"><b>Format for Self-Certification under preference to Make in India order Certificate</b></p> <p><b>Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).</b></p> <p>In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we <b>M/s</b> ..... (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:</p> <p>1.....  2.....</p> <p>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.</p>		



# **BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR**

Control & Instrumentation Engineering (CIE)

## **PRE-QUALIFICATION REQUIREMENT**

DC Starters Panels & GIC

DOCUMENT NO.

**CIE/CABINETS/PQR/20240173  
R00**

Date: 18.04.24

A. Indent No.: 20240173

B. Application: DC.JOP, DC.EOP, DC.SOP are required for starting of DC Compound Motors in power plant for pumping oil. **DC Starter panel** houses various power devices such as line contactor, thermal overload relay, switch fuse disconnect unit, fuses, shunt & ammeter, signalling lamps etc. for reliable operational start of the DC motor. GIC comprises of Power Supply Unit, safety barrier, Level switch, Level transmitter/controllers etc.

Sr. No.	PRE-QUALIFICATION REQUIREMENTS	VENDOR RESPONSE
1.	Bidder shall be regular supplier of Power Distribution Board / MCC. In support BIDDER to provide PO(s) copy for supply of total 10 nos. or more panels in last 5 years from Date of Enquiry.	
2.	Bidder must have supplied PDB/ MCC with at least 2 modules of motor starter with motor current 150A or more. Bidder to provide supporting document.	
3.	Bidder shall be able to supply all items i.e. DC Starters and GIC. Bidder to confirm (BOM and schematic of all panels is provided by BHEL along with the enquiry)	
4.	In DC.JOP starter vendor shall be required to mount Double pole 600A, DC contactor (weight 24 kg approx.). Vendor to note and confirm.	
5.	Bidder shall have facility for HV (upto 2kV) and IR for 220V DC starter testing. Bidder to confirm.	
6.	Bidder shall be able to produce IP54 Type test certificate of bare cabinet on placement of order. Bidder to confirm.	

Note: Bidder to confirm specific compliance wherever asked. BHEL reserves the right to verify information submitted by Bidder. In case the information is found false/ incorrect/ incomplete, the offer shall be rejected.

  
Satish Kumar  
Control & Instrumentation Engg.  
B.H.E.L., HARIDWAR

Satish Kumar


(SDGM/CIE)



Mayuri Katiyar

(Mgr/CIE)


33. **Note: Please fill your acceptance/ comments in confirmation column. Blank column will be understood as accepted by bidder.**

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
 BHEL	VENDOR'S NAME		ITEM	DC STARTER CABINET		QP NO.	QA/BE/QP/304					
						REV. NO.	03   Date: 11.04.2025					
	DRG. No. & Rev.		As per P.O.									
	SPEC.		TG60667									
		Rev.		As per P.O.		Page 1 of 1						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

<b>1.0 RAW MATERIALS &amp; BOI COMPONENTS</b>												
1.1	CRCA sheet	Material properties	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	MTC	P	V	--	
1.2	Angle, channel, fittings, equipment, Instruments, gasket	Manufacturer TC	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	TC/C OC	P	V	--	
<b>2.0 IN PROCESS INSPECTION</b>												
2.1	Fabrication & assembly of cabinet/panel	Weld finish, layout of mounting of equipment, cable routing etc.	Major	Physical	100%	Manufacturer's STD	Manufacturer's STD	--	P	--	--	
<b>3.0 FINAL INSPECTION</b>												
3.1	Type test for degree of protection		Major	Electrical	-	Appd. Drg./Spec.	Appd. Drg./Spec.	TC	V	V	--	Note 2
3.2	Routine test											
3.2.1	Starter cabinet visual & dimensional checks: Dimensional Conformity with GA Drg., Waviness, Straightness, Perpendicularity, earthing size		Major	Measurement	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.2	Starter cabinet operation: Manual Operation for its Moving Parts, Interlocking /Door Interlocking of Items, Location of Labels/Ferrule, Inspection of Wiring with Proper Size/ Type/ Grade of Power & Control Cables, Terminal blocks, Continuity of Panel Wiring, illumination, anti-vibration pad, proper earthing bus, name plate etc.		Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W		
3.2.3	Starter cabinet components BOM (Make, type, rating)		Major	Physical	100%	Appd. Drg./Spec./BOM	Appd. Drg./Spec./BOM	IR	P	W	--	
3.2.4	Paint shade & paint thickness		Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.5	I.R. before and after H.V. Test		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.6	H.V. Test		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.7	Functional checking of cabinet's various components, equipment, devices, interlock, protection circuits, indication feedback etc.		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.3	Compliance of technical requirements		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	COC	P	W	--	
3.4	Recommended or mandatory spares (if applicable)		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.5	Identification and Marking		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.6	Soundness of Packing against Transit Damage		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	--	P	V	--	

Note: 1. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection Engineer shall check the same. 2. Type tests clearance from BHEL Engg. to be verified ( by inspection engineer) during inspection at vendor's works. 3. Vendor has to provide TC/IR mentioning above Q.P. clauses and also index/summary sheet for co-relation of TC/IR with QP clauses. TPIA to check the same.

MANUFACTURER/ SUBCONTRACTOR	LEGEND: DRG: BHEL APPROVED DRAWING, APPD.: BHEL APPROVED, SPEC: SPECIFICATION, BOM: BILL OF MATERIAL, MTC: MATERIAL TEST CERTIFICATE, T.C.: TEST CERTIFICATE, I.R.: INSPECTION REPORTS, COC: CERTIFICATE OF CONFORMANCE, M: MANUFACTURER / SUBCONTRACTOR, B: BHEL /BHEL NOMINATED INSPECTION AGENCY, N: END CUSTOMER, 'P': PERFORM, 'W': WITNESS, 'V': VERIFICATION, "v" RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	APPROVED BY
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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
 <b>BHEL</b>	VENDOR'S NAME		ITEM	<b>GENERATOR INSTRUMENT CABINET</b>		QP NO.	QA/BE/QP/305						
						REV. NO.	00	Date: 11.04.2025					
	DRG. No. & Rev.		As per P.O.										
	SPEC.		TG60668										
		Rev.		As per P.O.			Page 1 of 1						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
									M	B	N		
1	2	3	4	5	6	7	8	9	D	10		11	

<b>1.0 RAW MATERIALS &amp; BOI COMPONENTS</b>												
1.1	CRCA sheet	Material properties	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	MTC	P	V	--	
1.2	Angle, channel, fittings, equipment, Instruments, gasket	Manufacturer TC	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	TC/C OC	P	V	--	
<b>2.0 IN PROCESS INSPECTION</b>												
2.1	Fabrication & assembly of cabinet/panel	Weld finish, layout of mounting of equipment, cable routing etc.	Major	Physical	100%	Manufacturer's STD	Manufacturer's STD	--	P	--	--	
<b>3.0 FINAL INSPECTION</b>												
3.1	Type test for degree of protection		Major	Electrical	-	Appd. Drg./Spec.	Appd. Drg./Spec.	TC	V	V	--	Note 2
3.2	Routine test											
3.2.1	Cabinet visual & dimensional checks: Dimensional Conformity with GA Drg., Waviness, Straightness, Perpendicularity, earthing size etc.		Major	Measurem ent	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.2	Cabinet operation: Manual Operation for its Moving Parts, Interlocking /Door Interlocking of Items, Location of Labels/Ferrule, Inspection of Wiring with Proper Size/ Type/ Grade of Power & Control Cables, Terminal blocks, Continuity of Panel Wiring, illumination, anti-vibration pad, proper earthing bus, name plate etc.		Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W		
3.2.3	Cabinet components BOM (Make, type, rating)		Major	Physical	100%	Appd. Drg./Spec./BOM	Appd. Drg./Spec./BOM	IR	P	W	--	
3.2.4	Paint shade & paint thickness		Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.5	I.R. before and after H.V. Test		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.6	H.V. Test		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.7	Functional checking of cabinet's various components, equipment, devices, interlock, protection circuits, indication feedback etc.		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.2.8	Functional checking of level switch with probe		Major	Electrical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.3	Compliance of technical requirements		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	COC	P	W	--	
3.4	Recommended or mandatory spares (if applicable)		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.5	Identification and Marking		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	IR	P	W	--	
3.6	Soundness of Packing against Transit Damage		Major	Visual	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	--	P	V	--	

Note: 1. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection Engineer shall check the same. 2. Type tests clearance from BHEL Engg. to be verified ( by inspection engineer) during inspection at vendor's works. 3. Vendor has to provide TC/IR mentioning above Q.P. clauses and also index/summary sheet for co-relation of TC/IR with QP clauses. TPIA to check the same.

MANUFACTURER/ SUBCONTRACTOR	LEGEND: DRG: BHEL APPROVED DRAWING, APPD.: BHEL APPROVED, SPEC: SPECIFICATION, BOM: BILL OF MATERIAL, MTC: MATERIAL TEST CERTIFICATE, T.C.: TEST CERTIFICATE, I.R.: INSPECTION REPORTS, COC: CERTIFICATE OF CONFORMANCE, M: MANUFACTURER / SUBCONTRACTOR, B: BHEL /BHEL NOMINATED INSPECTION AGENCY, N: END CUSTOMER, 'P': PERFORM, 'W': WITNESS, 'V': VERIFICATION, "v" RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	APPROVED BY
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# CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन

## SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा	
ii.	Address of the registered office पंजीकृत कार्यालय का पता  	Details of Contact Person संपर्क व्यक्ति का विवरण  (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है  	Details of Contact Person: संपर्क व्यक्ति का विवरण  (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता	
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन	
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण	
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष	
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष	
3.	Details of change in Works address in past (if any पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो))	
4.	Total Area कुल क्षेत्र	
	Covered Area शामिल क्षेत्र	
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2.1 पर संलग्न है
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण दी)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है।

		(यदि लागू हो)
7.	<b>Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)</b> मैनेपावर विवरण के साथ समय संकलन का चार्ट (डिजाइन / विनिर्माण / गुणवत्ता आदि)	<i>Details attached at Annexure – F2.3</i> विवरण अनुलग्नक – F2.3 में संलग्न है।
8.	<b>After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)</b> भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में (स्थल, संपर्क व्यक्ति, संपर्क विवरण आदि)	<i>Applicable / Not applicable</i> लागू / लागू नहीं  <i>Details attached at Annexure – F2.4</i> विवरण अनुलग्नक - 2.4 पर संलग्न है।
9.	<b>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</b> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना, जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	<i>Details attached at Annexure – F2.5</i> विवरण अनुलग्नक - F2.5 में संलग्न है।
10.	<b>Sources of Raw Material/Major Bought Out Item</b> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	<i>Details attached at Annexure – F2.6</i> विवरण अनुलग्नक - F2.6 में संलग्न है।
11.	<b>Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing</b> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	<i>Details attached at Annexure – F2.7</i> विवरण अनुलग्नक - F2.7 पर संलग्न है
12.	<b>Manufacturing facilities (List of machines, special process facilities, material handling etc.)</b> विनिर्माण सुविधा (मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	<i>Details attached at Annexure – F2.8</i> विवरण अनुलग्नक - F2.8 में संलग्न है।
13.	<b>Testing facilities (List of testing equipment)</b> परीक्षण सुविधाएं (परीक्षण उपकरण की सूची)	<i>Details attached at Annexure – F2.9</i> विवरण अनुलग्नक – F2. 9 में संलग्न है।
14.	<b>If manufacturing process involves fabrication then-</b> यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- <b>List of qualified Welders</b> पात्र वेल्डर की सूची <b>List of qualified NDT personnel with area of specialization</b> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.10</i> विवरण अनुलग्नक - F2.10 में संलग्न है। <i>(if applicable)</i> लागू / लागू नहीं
15.	<b>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</b> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित) से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Applicable / Not applicable</i> लागू / लागू नहीं  <i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10 में संलग्न है।





# CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन

## SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली

		(if applicable) (यदि लागू हो)			
16.	Supply reference list including recent supplies नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	Details attached at Annexure – F2.12 विवरण अनुलग्नक - F2.12 में संलग्न है। (as per format given below) (नीचे दिए गए प्रारूप का अनुसार)			
Project/ package परियोजना / पैकज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	PO ref no/date पीओ संदर्भ सं. / तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तारीख
17.	Product satisfactory performance feedback letter/certificates/End User Feedback उत्पाद का संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक	Attached at annexure - F2.13 अनुलग्नक F2. 3 पर संलग्न है			
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट:- रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है Note:- Reports need not to be submitted	Applicable / Not applicable लागू / लागू नहीं  Details attached at Annexure – F2.14 विवरण अनुलग्नक - F2.1 4 में संलग्न है (if applicable) (यदि लागू हो)			
19.	Statutory / mandatory certification for the proposed product प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	Applicable / Not applicable लागू / लागू नहीं  Details attached at Annexure – F2.15 (if applicable) (यदि लागू हो)			
20.	Copy of ISO 9001 certificate आईएसओ 9001 प्रमाण पत्र की प्रति (if available)(यदि उपलब्ध हो)	Attached at Annexure – F2.16 अनुलग्नक में संलग्न - F2.1 6 है			
21.	Product technical catalogues for proposed item (if available) प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	Details attached at Annexure – F2.17 विवरण अनुलग्नक - F2.1 7 में संलग्न है			
Name: नाम:		Desig: पद:		Sign: हस्ता क्षर:	Date: तिथि:

Company's Seal/Stamp:- कंपनी की मुहर/ मोहर: -

ANNEXURE 418119G8502, REV00

MANDATORY SPARES LIST OF INSTRUMENTATION CABINET FOR 2X800M LARA

BHEL MAT. CODE NO. W96415211323

SI. NO	DESCRIPTION	QTY	UNIT
1	Level probe for level switch (figure 3 of T G60184)	7	NO
2	Level probe for level switch (pre-chamber screw type) (Figure 4 of T G60184)	2	NO
3	Level switch	8	NO
4	LEVEL TRANSDUCER CUM MONITOR (Level Transmitter)	1	NO
5	PW LEVEL PROBE FOR LVL TX (Figure 2 of TG60544)	1	NO

**NOTE:**

1. ALL ITEMS AGAINST MANDATORY SPARES ARE TO BE PACKED SEPARATELY IN GREEN COLORED BOX(ES).
2. SPARE BOX (ES) SHOULD BE CLEARLY LABELLED AS "MANDATORY SPARES FOR INSTRUMENTATION CABINET HWR, MAT. CODE NO. W96415211323".

Prpd by	KAVITA SETH/Sr Engr-CIE	-sd-
Checked by	PALLU SINGH/Sr Mgr-CIE	-sd-
Approved by	SATISH KUMAR/SDGM-CIE	-sd-



**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: