

**Scope of Enquiry**

**Item Name: DC JOP, DC EOP & DC SOP Starter& Generator Instrumentation Panel**

**Projects: Yadadari Unit 3,4 & 5 Project 800 MW**

E-bids on GeM are invited from bidders for the supply of DC JOP, DC EOP & DC SOP Starter, GENERATOR INSTRUMENTATION CABINET (GIC) FOR 800MW MACHINE for Yadadari Project, as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity (set)	Lot No.	Date for Supply Completion
1	<b>W96415210068</b> GENERATOR INSTRUMENTATION CABINET (GIC)FOR 800MW MACHINE AS PER DRG NO 41811901023 SPEC: TG60668 REV: 04	3 Sets	1 2 3	15.11.2023 15.12.2023 15.01.2024
2	<b>W96415210181</b> DC.EOP- DC EMERGENCY LUBE OIL PUMP STARTER FOR 29 KW MOTOR (2 STEP STARTING) AS PER DRG 41811901025 SPEC: TG60667 REV: 03	3 Sets	1 2 3	15.11.2023 15.12.2023 15.01.2024
3	<b>W96415210475</b> 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 Sets	1 2 3	15.11.2023 15.12.2023 15.01.2024
4	<b>W96415211137</b> DRG: 41811901035 REV:00 DC.SOP- DC SEAL OIL PUMP STARTER FOR 22KW (130A) MOTOR AS PER DRG. NO. 41811901035 SPEC: TG60667 REV: 03	3 Sets	1 2 3	15.11.2023 15.12.2023 15.01.2024

- A. **EARNEST MONEY DEPOSIT (EMD):** EMD shall be as per clause no. 4 (xiii) of General terms and conditions on GeM 4.0 (Version 1.9). Interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal.

Details	Amount In INR	Type
EMD	200,000.00	Refundable

**Buyers Specific Additional Terms & Conditions****Projects: Yadadari Unit 3,4 & 5, 800 MW**

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to compliance of General terms and conditions on GeM 4.0 (Version 1.9)	General terms and conditions on GeM 4.0 (Version 1.9) or subsequent rules/policies issued by GeM shall be applicable.  Please confirm.	
2.	<b>Public Procurement (Preference to Make in India)</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), 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 &amp; provide the same.</b>	
3.	<b>Pre-Qualification Requirements (PQR)</b>	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. 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>Special Instruction of Technical requirement</b>	The requirement of DC SOP, DC JOP, DC EOP Panels & Generator Instrumentation Panels should be as per specified drawings and specification. Which shall be provided on submission of FCA (format enclosed with item catalogue).  Test and Guarantee certificates are required to be submitted. Please confirm.  Please confirm that relevant BHEL specification no. TG60667 R03, TG60668 R04, TG60184_R08, TG60544_LTx-R11 and TG60577 R-04(DIGITAL INDICATOR) are be followed for concerned items of the enquiry.  Please confirm that following schematic drawing/ details are followed: - Drg. No. 41811901028 for DC JOP starter panel for 90 KW DC Motor Drg. No. 41811901025 for DC EOP starter panel for 29 KW DC Motor, Drg. No. 41811901035 for DC SOP starter panel for 22 KW DC Motor, Drg. No. 41811901023 for GIC  Vendor to provide 5 no. hard copies of operation & maintenance (O & M) manual along with supplies. 2 no. hard copies & soft copy of O & M manual to be sent to BHEL Haridwar. Please confirm.	
5.	<b>Specification confirmation</b>	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.	
6.	<b>Sharing of Specifications &amp; drawings</b>	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.	<b>Price basis &amp; Evaluation Currency</b>	Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc. Item to be supplied directly to Yadadri. Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project. <b>The evaluation currency for this tender shall be INR.</b>											
8.	<b>Transit Insurance</b>	Transit insurance shall be arranged by BHEL and not to be included in the prices.											
9.	<b>Evaluation criteria</b>	Evaluation shall be done on the basis of total landed cost to BHEL (up to Yadadri project) for the complete requirement covered in the Bid. (considering ITC). Bidders to insure applicability of ITC on Gem portal.											
10.	<b>Payment Terms</b>	<table><tr><td colspan="2">The payment term shall be done after issue of PRC and consignee receipt-cum acceptance certificate (CRAC) as per the below details:</td></tr><tr><td><b>Type of Bidder</b></td><td><b>Payment Terms (Number of Days)</b></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>	The payment term shall be done after issue of PRC and consignee receipt-cum acceptance certificate (CRAC) as per the below details:		<b>Type of Bidder</b>	<b>Payment Terms (Number of Days)</b>	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
The payment term shall be done after issue of PRC and consignee receipt-cum acceptance certificate (CRAC) as per the below details:													
<b>Type of Bidder</b>	<b>Payment Terms (Number of Days)</b>												
Micro & Small Enterprises (MSEs)	45 days												
Medium Enterprises	60 days												
Non MSME	90 days												
11.	<b>Document submission for approval from BHEL</b>	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Approved documents/QP are to be followed by the supplier without any price implication. 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.											
12.	<b>MDCC clause</b>	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. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.											
13.	<b>Quality Requirements</b>	Vendor has to confirm for inspection by BHEL/BHEL TPIA M/s. Intertek as per customer approved quality plan. Vendor to submit endorsed copy of attached BHEL SQP for dc starter <b>(QA/BE/QP/304)</b> and <b>(QA/BE/QP/ 305)</b> for GIC along with offer.  After ordering, same quality plans will be send to Yadadari customer for final approval. Vendor to confirm to follow terms and condition for inspection as finally BHEL and Yadadari customer approved quality plans.											
14.	<b>Guarantee</b>	Kindly confirm that all equipment shall be guaranteed for a minimum period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.  Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.											

15.	<b>Manufacturing clearance</b>	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.	
16.	<b>Manufacturing Period</b>	Kindly quote your minimum <b>delivery period in no. of weeks/months</b> from the date of issue manufacturing clearance.	
17.	<b>Liquidated Damages</b>	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 quantity 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.	
		The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.	
18.	<b>Arbitration:</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 substantive law of India.	
19.	<b>Risk Purchase:</b>	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies /defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere /alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.	
20.	<b>Firm prices</b>	Price will remain firm and fixed during entire execution of tender/supply.	
21.	<b>Right to reserve</b>	BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b>  Vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. In case ordered quantity is reduced at the time of manufacturing clearance, then payment shall be made accordingly as per decreased quantity. Kindly confirm.	
22.	<b>BID to RA</b>	Bid to RA will be conducted as per GeM NIT (For information)	
23.	<b>Bidder Contact details</b>	Contact details of your representative: Mobile no. & Email id (minimum 2 person) 1. 2.	

## PRE QUALIFICATION REQUIREMENT (PQR) FOR DC Starters & GIC

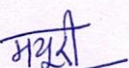
Dt: 11-05-2023

- A. 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 Disconnector unit, fuses, shunt & ammeter, signalling lamps etc. for reliable operational start of the DC pump motor. GIC comprises of Power Supply Unit, safety barrier, Level controllers etc.
- C. Items: as per following list: -
- |   |                            |
|---|----------------------------|
| (1) DC.JOP- DC Jacking Oil Pump Starter Panel   | Material code W96415210475 |
| (2) DC.EOP- DC Emergency Oil Pump Starter Panel | Material code W96415210181 |
| (3) DC.SOP- DC Seal Oil Pump Starter Panel      | Material code W96415211137 |
| (4) Generator Inst Cabinet (GIC)                | Material code W96415210068 |


### PQR points: -

- Bidder shall be regular supplier of Power Distribution Board/ MCC. In support BIDDER to provide PO(s) copy for supply of total 15 nos. or more panels in last 5 years from Date of Enquiry.
- 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.
- 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)
- In DC.JOP starter vendor shall be required to mount Double pole 600A, DC contactor (weight 24 kg approx.). Vendor to note and confirm.
- Bidder shall have facility for HV (upto 2kV) and IR for 220V DC starter testing. Bidder to confirm.
- 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.

  
Mayuri Katiyar  
(Dy. Manager/CIE)


  
Satish Kumar  
(SDGM /CIE)

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	DC STARTER CABINET		QP NO.	QA/BE/QP/304					
						REV. NO.	03   Date: 01.10.2022					
	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</b>												
1.1	CRCA sheet, Electricals Fittings, Equipment/ Instruments & Wiring Materials,	Material properties	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	TC/ COC	P	V	--	
<b>2.0 IN PROCESS INSPECTION</b>												
2.1	Fabrication & assembly of cabinet/panel	Weld Finish, Layout of Mounting of Equipment & it's Make, Type and Ratings	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	--	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 3
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. Witness by inspection agency to be random 10% of each material code (minimum 1 piece per material code) from each lot. However, vendor to carry out 100% tests internally and tests report shall be reviewed by inspection engineer during inspection at Vendor's works. 2. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection Engineer shall check the same. 3. Type tests clearance from BHEL Engg. to be verified ( by inspection engineer) during inspection at vendor's works. 4. 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			
 BHEL	VENDOR'S NAME		ITEM	GENERATOR INSTRUMENT CABINET		QP NO.	QA/BE/QP/305						
						REV. NO.	00	Date: 01.10.2022					
	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	

1.0	RAW MATERIALS												
1.1	CRCA sheet, Electricals Fittings, Equipment/ Instruments & Wiring Materials,	Material properties	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	TC/ COC	P	V	--		
2.0	IN PROCESS INSPECTION												
2.1	Fabrication & assembly of cabinet/panel	Weld Finish, Layout of Mounting of Equipment & it's Make, Type and Ratings	Major	Physical	100%	Appd. Drg./Spec.	Appd. Drg./Spec.	--	P	--	--		
3.0	FINAL INSPECTION												
3.1	Type test for degree of protection		Major	Electrical	-	Appd. Drg./Spec.	Appd. Drg./Spec.	TC	V	V	--	Note 3	
3.2	Routine test												
3.2.1	Cabinet visual & dimensional checks: Dimensional Conformity with GA Drg., Waviness, Straightness, Perpendicularity, earthing size etc.		Major	Measurement	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. Witness by inspection agency to be random 10% of each material code (minimum 1 piece per material code) from each lot. However, vendor to carry out 100% tests internally and tests report shall be reviewed by inspection engineer during inspection at Vendor's works. 2. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection Engineer shall check the same. 3. Type tests clearance from BHEL Engg. to be verified ( by inspection engineer) during inspection at vendor's works. 4. 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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**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: