



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 284593

Tender No.: **L/6433/17/2068D1**

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

S. No.	Tender No.	Description of Item	Qty Nos.	Delivery Schedule	Opening Date
1	L/6433/17/2068D1	TLMW62779842 TOOLING PACKAGE FOR DEEP HOLE DRILLING OF DIA 65MM ON ALLOY 625 TEST PIECE AS PER ENCLOSED DRAWING MACH- NC-01 & ITS ANNEXURE	1 SET	15.11.2017	16.09.2017

1. TECHNICAL DETAILS-CUM-SCOPE OF SUPPLY ARE AS PER ENCLOSED **ANNEXURE-A & 1.**
2. REFERENCE DRAWING MACH-NC-01 ENCLOSED.
3. PQR ARE AS PER **ANNEXURE-B.**
4. VENDORS TO QUOTE ACCORDINGLY AS PER **ANNEXURES – A,B & 1.**
5. THE TOTAL PACKAGE FOR MATERIAL CODE TLMW62779842 IS TO BE PROCURED FROM SAME SOURCE.
6. VENDOR TO QUOTE BEST POSSIBLE DELIVERY.
7. PAYMENT FOR COMPLETE PACKAGE SHALL BE DONE SUBJECT TO SUCCESSFUL DRILLING AS PER DRAWING ACCURACIES AND FINISH ANF FINAL ACCEPTANCE BY BHEL.
8. THE QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS EFFECTIVE FROM THE DATE OF OPENING OF TENDER.
9. **VENDOR TO SPECIFICALLY CONIRM THE FOLLOWING :-**
 - A. YOU WILL NOT RAISE THE PRICES FOR ATLEAST 3 YEARS. HOWEVER, YOU WILL HAVE THE OPTION TO QUOTE LOWER PRICES THAN THE INITIAL PRICES SETTLED WITH YOU, IF YOU SO WISH.
 - B. YOU WILL NOT WILL NOT USE THE DESIGN, TOOLINGS & TECHNOLOGY PASSED ON BY BHEL OR DEVELOPED IN THIS CASE TO ANY THIRD PARTY. YOU WILL ALSO NOT SELL THIS PRODUCT DEVELOPED FOR US, TO ANY THIRD PARTY WITHOUT PRE-CONSENT OF BHEL.
10. AS YOU ARE ALL AWARE, INDIA IS UNDER GST REGIME. IN VIEW OF THIS, PLEASE PROVIDE YOUR GST REGISTRATION NUMBER, HSN NO., CLAUSE NUMBER IN WHICH INSTANT ITEM FALLS, APPLICABLE RATE OF SGST, CGST AND IGST AND ANY OTHER RELEVANT INFORMATION.

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in, after downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit tender fee of Rs. 2,000.00 for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) against each tender if documents (in hard copies) are required from BHEL. Vendors must also remit the requisite Ernest Money Deposit Rs. 1,50,000/- (Rupees One Lakh & Fifty thousand only) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. **If EMD is not submitted along with offer, then the offer may be out rightly rejected.**

Please submit **separate drafts** for EMD and tender fee in an envelope super-scribed with bold letters “EMD & Tender Fee” to be submitted with Part-I.

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit EMD & tender fees. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

The date for opening of tender shall be 16.09.2017. Tenders will be received up to **1.45 P.M.** on **16.09.2017** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 16.09.2017) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on www.bhel.com.

The total quantity may undergo change at the time of ordering.

Documents submitted with the offer/bid by the bidder (original registered supplier) shall be signed and stamped in each page by authorized representative of the bidder. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall neither be accepted nor considered for evaluation of the bid.

Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be outrightly rejected.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. **All the bidders/vendors must ensure compliance of these GISTC.**

**Tenders will be received in Tender Box kept in Tender Room and should be addressed to:
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

BIDS shall be opened at 2.00 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form.

KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

ESSENTIAL INSTRUCTIONS

- 1) Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable).
- 2) BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
- 3) The tenders shall be submitted in three parts in separate sub-envelopes clearly super scribing type of bid, tender no., due date and the name of vendor with full contact details.
 - ❖ **Part I** – Tender fee (if hard copy insisted from BHEL), Ernest Money Deposit OR NSIC certificate for exemption of tender fee & Ernest Money Deposit, Non Disclosure Agreement & Prequalifying conditions.
 - ❖ **Part II** – Techno- Commercial Bid. It should be replica of price bid (copy of price bid without price part).
 - ❖ **Part III** – Price Bid.

Note : - All the sub-envelopes (Part-I, Part- II & Part-III) to be put in a single covering envelope Indicating Tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I, Part- II & Part-III).

- 4) Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
- 5) Part-II (Techno-Commercial) bid will be opened of those vendors who successfully qualify the PQRs.
- 6) Part – III (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid will be found acceptable.
- 7) Splitting of items to the MSE vendor is not applicable in this tender.
- 8) Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
- 9) Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
- 10) **Please submit your offer only for the above requirement subject to our GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-2017, Rev: 01). Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.**
- 11) **Tender opening date for part-1 shall not be extended. Kindly submit your offer in time.**

REFERENCES:

PQR: Pre-Qualifying Requirement(Annexure-B)

Miscellaneous Annexures (Annexure – A & 1)

Relevant Drawing No. MACH-NC-01

NDA: Non- Disclosure and Proprietary Information Agreement

Format for CA Certificate - Applicable for MSE vendors

Annexure - 'B'

Pre-Qualifying Conditions :

- a) Only those vendors to quote who are Original tool manufacturer (OEM) or authorized dealer/distributor of Original tool manufacturers. **Authorization certificate from Original tool manufacturer is to be furnished by the vendor with the offer, in case the vendor is dealer/distributor/channel partner of Original Tool manufacturer.**
- b) Vendor should have supplied double tube ejector drilling system with drilling head having indexable coated carbide inserts.

The following information is to be submitted by the participating vendor about the companies where such type of toolings have been supplied. This is required from all the vendors for qualification of their offer.

- 1) Name and address of the customer / company where such system have been supplied.
 - 2) Contact details of the customer.
 - 3) Month & Year of supply
 - 4) Basic details of supplied tools, type of job & Job material.
- c) BHEL reserves the right to verify the above information/performance of referred tool. In case the information provided by vendor is found to be false/ incorrect or not to satisfaction of BHEL, offer shall be rejected.

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S. Singh/NET

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Sudhir Singh/NET

Annexure – 'A'

Supply & Successful establishment of Double tube ejector Deep drilling system of working length 1900mm for deep drilling of 2 holes dia 65 in Alloy IN625 Test component (Drawing no. MACH_NC_01) on CNC Horizontal Borer achieving required accuracy & surface finish.

1. Deep drilling of two holes dia 65mm for a length of 1000 mm as shown in view X of drawing No. MACH_NC_01 using double tube ejector drilling system. The drilling is to be done with the offered deep drilling system of working length 1900mm from one end up to the complete length (approximately 1000 mm) involving all operations as per Annexure-1 on CNC Horizontal Borer achieving required accuracy & surface finish.
- 1.1 The Material specifications of Casting Alloy IN625 Test component drg no. MACH_NC_01 shall be as below :

Chemical Properties :-

Elements	Ni	Cr	Fe	Mo	Nb+Ta	C	Mn	Si	P	S
Wt. (%)	Balance	20 - 23	5.0 max	8.0 - 10.0	3.15 - 4.50	0.06 max	1.0 max	1.0 max	0.015 max	0.015 max

Al-0.40 max, Ti-0.40 max, Co-1.0 max

Mechanical Properties :-

0.2% Yield Stress: $\geq 275\text{N/mm}$

Ultimate Tensile Strength: $\geq 485\text{N/mm}$

% Elongation: $\geq 25\%$

1.2 Machine Details :

CNC Horizontal Borer having major specifications as below:

Spindle dia 200mm, Spindle power 100KW, spindle speed 1-2000 RPM, spindle taper BT50, Ram and Spindle traverse 1700 mm and 1200 mm respectively, Table size 4M*4M & Table load 120 Ton, Internal coolant system with max. pressure of 20bar and max. coolant flow rate of 30L/min.

2. Vendor to offer complete Tooling package of Double tube ejector drilling system of working length 1900mm having item wise prices as per Annexure-1:
 - a) The offer should be complete in all respect i.e. with tool drgs./copies of catalogue pages for all items with item wise price. In case, no price is mentioned by vendor against any item in price bid, it shall be considered as included in other quoted prices and no addition or change in prices shall be permitted after submission of offer.


Sudhir Joshi
Sr. Mgr. (CNC)

3. Technical Acceptance, Ordering & Final Acceptance:

3.1 Offer shall be considered qualified only in case of compliance to specified "Pre Qualification Conditions". Only qualified offers shall be considered for scrutiny & evaluation for technical acceptance.

3.2 Technical scrutiny of qualified offers shall be done w.r.t technical offers submitted by vendors against Annexure-1.

3.3 Offers of vendors shall be "Technically Accepted" after technical scrutiny on the basis of compliance to specified requirements and technical conditions.

3.4 Ordering:

3.4.1 For technically accepted offers, price bid shall be opened and L1 vendor shall be finalized for a set of package offered by vendor.

3.4.2 Order for a set of offered Tooling package shall be placed on L1 vendor.

3.5 Final Technical Acceptance criteria after PO placement :

3.5.1 The deep drilling using supplied toolings against ordering by BHEL shall be carried out for **Test Component Drg. No. MACH_NC_01 of material specs as mentioned at Sl. no. 1.1 on existing CNC Horizontal Borer with broad specs. as per Sl. No. 1.2.**

3.5.2 All the specified operations are to be successfully completed as per technical requirements & conditions mentioned in Annexure-1.

3.5.3 Schedule of machining on Test piece shall be informed by BHEL depending upon receipt of respective supplies and availability of required machine.

3.5.4 During trial machining for successful, if the process or tools could not be successfully established by vendor in one go, the vendor will be given one more chance for successful establishment or to improve any performance/cutting parameters through change of tool/insert/grade/process without any additional financial implications to BHEL. However, the total time period taken in first trial machining, improvement /modification/change in supplied tools, their supply & subsequent trial machining in additional chance shall not be allowed to exceed beyond one month. In case, there is holdup not attributable to vendor, like non availability of machine, the time period shall be accordingly extended to that extent and informed by BHEL.

4.0 Payment of Supplied tools:

4.1 The payment for offered complete tooling package shall be done subject to successful drilling as per drawing accuracies & finish and Final acceptance by BHEL.

- 4.2 In case of not meeting to "Acceptance Criteria" at Sl. No. **3.5**, no payment for supplies shall be released to vendor and vendor may take their tools back. Also, in such case, no payment shall be released for any supplied item consumed or damaged during trial.

A handwritten signature in blue ink, consisting of a stylized 'S' or 'C' shape with a diagonal line through it.

Annexure-1

1. Vendor to offer complete Tooling package of Double tube ejector drilling system of working length 1900mm covering all operations as mentioned at Sl. No. 3 on Test component (Drawing no. MACH_NC_01) of Alloy IN625 achieving specified accuracy & surface finish.
2. **Test Component** : Deep drilling of two holes dia 65 on Test component as per drawing no. MACH_NC_01 (enclosed) is required to be carried out on rough machined casting, drawing no. STE-TD-194-H (enclosed).

2.1 Test component material : As provided in Annexure-A at Sl. No. 1.1

2.2 Machine details : As provided in Annexure-A at Sl. No. 1.2

3. **Machining Operations**: The vendor is required to offer tooling package for each of below mentioned operation (3.1 to 3.2) as per details shown on Test component drawing no. MACH_NC_01:
 - 3.1 Drilling & Boring of preparatory Guide hole required prior to ejector drilling operation for suitable length.
 - 3.2 Deep drilling of two holes dia 65mm for length 1000 mm as shown in view X of drawing no MACH_NC_01 using double tube ejector drilling system. The drilling is to be done with the offered deep drilling system of working length 1900mm from one end up to the complete length.
4. The drilling of at least one hole should be completed by using Single tool set (including inserts & guide pads mounted) without any damage/breakage during drilling.
5. **Quantity** - The Tooling package to be offered shall have following quantity :
 - 5.1 Tooling package for Guide hole (for Operation at Sl no 3.1) :

Sl. No	Item	Qty.
1	Indexable insert drill along with BT50 Adapter with thru coolant arrangement.	1 set each
2	Boring Bar and/or Fine Boring bar along with BT50 Adapter with thru coolant arrangement	1 set each
3	Carbide inserts	20 nos each type
4	Insert Screws	10 nos. of each type
5	Cartridges (if any)	02 nos. of each type

6	Allen keys	3 nos. of each type
7	Spanner/Torque wrench/screw driver	01 no. of each type
8	Any other spare items	03 nos. of each type

5.2 Tooling package for deep drilling (for operation at Sl no 3.2) :

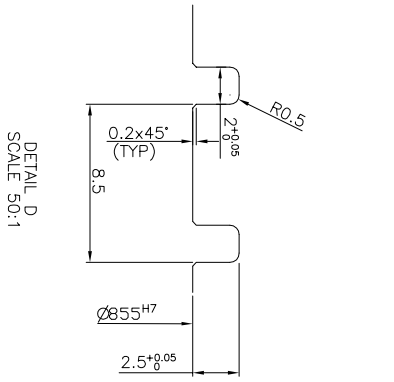
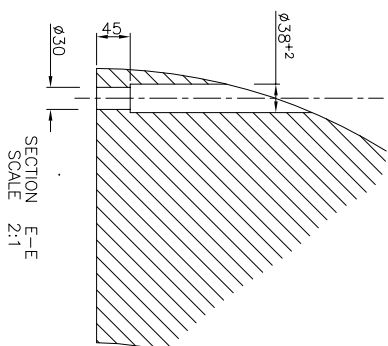
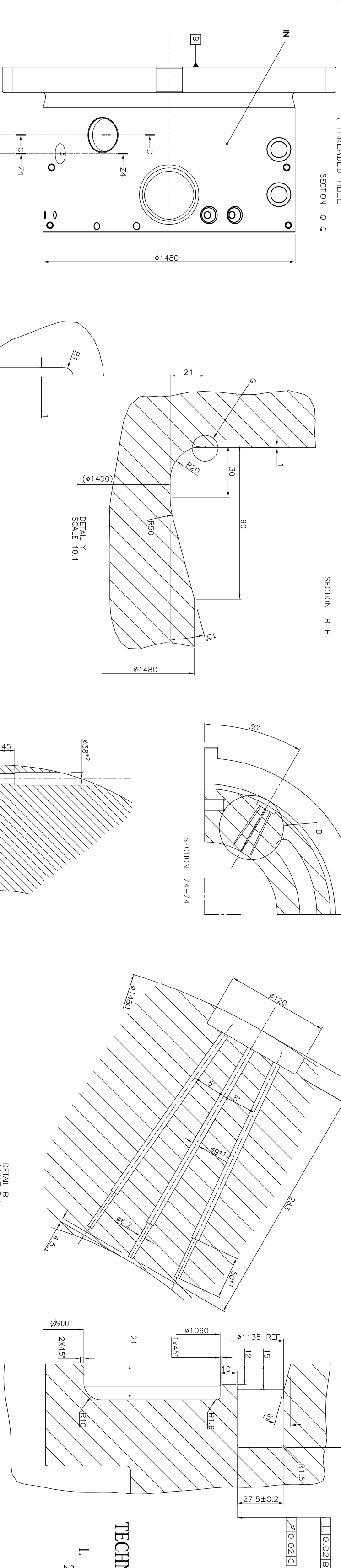
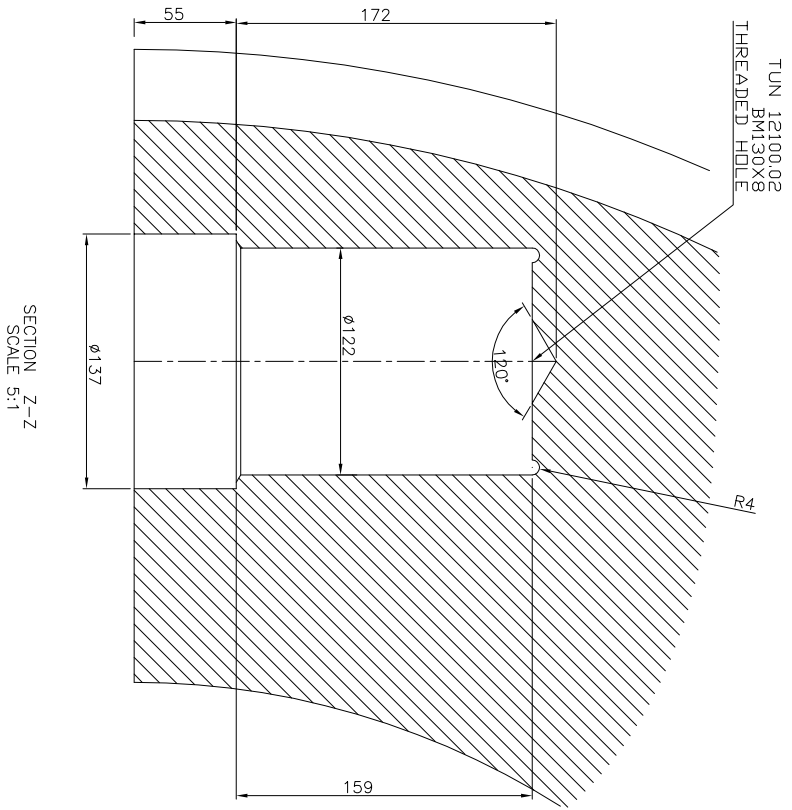
Sl. No	Item	Qty.
1	BT50 Adapter with special connector to hold the outer and inner tube, including collet/connecting sleeve/sealing sleeve etc to make it ready to use with outer and inner tube (at sl. No 2 & 3 below)	1 set
2	Outer Tube (working length should be at least 1900 mm)	1 no
3	Inner Tube to match with outer tube at sl no 2.	1 no
4	Drill Head for dia 65.	2 nos.
5	Carbide inserts	50 nos each type
6	Guide Pads	20 nos each type
7	Insert screws	30 nos. of each type
8	Cartridges (if any used)	05 nos. of each type
9	Allen keys	3 nos. of each type
10	Spanner/Torque wrench/screw driver	01 no. of each type
11	Any other spare items	05 nos. of each type
12	Any other guide/support if required for outer tube and coolant splash	2 no of each type.

6. Other Requirements :

- 6.1 Complete Package offered by one vendor, irrespective of types of holders/tools/inserts/spares shall be considered equitable to package offered by other vendor.
- 6.2 Tools with indexable inserts are only to be offered. Insert design shall be as per recommendation & design of vendor. The insert geometry & grade should be suitable for smooth chip flow, chip breaking and productive machining

- 6.3 The offered special connector system should have arrangement/ system for coolant inlet and coolant outlet with smooth flow of chips. The coolant inlet connection should be compatible with system already available on the machine.
- 6.4 Complete Tooling package shall be purchased from single source to maintain compatibility.
- 6.5 In case of any replacement/addition of tool/item, if so required by vendor for successful establishment of required machining, it shall be done by vendor without any financial implications to BHEL.
- 6.6 In case of damage to any item other than consumables during successful establishment of required machining due to wrong machining strategy, wrong tool selection or cutting parameters, supply of improper tool or it's adaptor, improper fitting of tools in adaptors etc., the same shall be replaced by the vendor without any financial implications to BHEL.
- 6.7 CNC Programming support shall be provided by BHEL.
- 6.8 The vendor will have to keep extra consumables/items of each type ready with them for supplying at short notice, if required, for complete machining as per tender scope to avoid any holdup for project completion.
- 6.9 In case, vendor requires any clarification, they may discuss with BHEL prior to submission of their offer to avoid any gaps at later stage.
- 6.10 All operations are to be completed within best possible time. Vendors are required to ensure use of optimum cutting parameters by vendors within specified parameters of the machine.





- NOTE: REQUIREMENTS FOR STEAM TIGHTNESS
1. THE CONTACT AREA BETWEEN TWO MATING FLANGE SURFACES SHOULD BE 60-70% FOR EVERY 200mm MEASURING LENGTH. THERE SHOULD BE NO THROUGH PASSAGE IN THE FROM OF DEPRESSION SCRATCH ETC. RUNNING FROM INSIDE TO OUTSIDE ACROSS THE FLANGE JOINT WHICH MAY RESULT IN STEAM LEAKAGE. ANY SUCH PASSAGE MUST BE DISCONTINUED FOR ATLEAST 30% OF THE WIDTH OF THE CONTACT SURFACE.
 2. THE GAP AT THE JOINT IN ASSEMBLED CONDITION MUST NOT EXCEED THE FOLLOWING VALUES.
INNER SIDE ≤ 0.02
OUTER SIDE ≤ 0.05

STEAM TURBINE

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor),, having its registered offices in _____(Address of Vendor), registered under the no. _____ of the Companies' register of _____(Name of Place and Country), capital stock of _____(Value), with a place of business in _____(Name of Place and Country) (hereinafter referred to as "_____(Name of Vendor)");

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as “BHEL”) hereinafter also referred to individually as “the Party” or collectively as “the Parties”.

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
 - identifies the Information as Proprietary at the time of original disclosure,
 - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
 - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
 - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;

- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
 - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
 - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
 - c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
 - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
 - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain

bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____(**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____(**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: _____(**Name of the PPX Incharge**)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____(**Name of Vendor**)

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

_____(**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the
NON-DISCLOSURE AGREEMENT
between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information
under this Agreement:

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Tel.

Fax

Address.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

