

Tender No. X/6600/2017/0222/R/3

Date: 10.02.2018

Subject: Open tender is invited for complete machining of Push Rod (Drg. no. 2118315806200, Quantity-4 no.) with BHEL materials

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the following:

Sl. No.	Tender No.	Tender Description	Qty. (No.)	Opening date
1.	X/6600/2017/0222/R/3	Complete machining of Push Rod (Drg. no. 2118315806200, Quantity-4 no.) with BHEL materials	4 nos.	05.03.2018

2. Last date for opening of tenders is indicated against the tender. Quotations will be received up to 1.45 P.M. on opening date (05.03.2018) and opened on the same day at 2.00 P.M. in the Tender Room (4th floor, Main Admin. Building, HEEP, BHEL, Ranipur, Hardwar). **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents. Reference of Annexures is given below:
- Pre-Qualifying Conditions (As per Annexure-A) to be filled up.
 - Technical & commercial terms (As per Annexure-B) to be filled up.
 - List of Consortium Bank (Annexure-C).
 - Performa for Bank Guarantee & Indemnity Bond (Annexure-D)
 - General terms and conditions of reverse auctioning (Annexure-E)
 - Drawing of Push rod (Drg. no. 2118315806200) is enclosed herewith.
 - NDA(Non-disclosure agreement as per format attached herewith).
 - Goods & Service Tax Certificate (Annexure -H) to be submitted along with Invoice to BHEL Hardwar.

For & ON BEHALF OF BHEL, HARDWAR

Parvind Singh
Sr. Engineer (AIX-T)

BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: +91 01334-226462, Phone: +91 01334-284566
E-mail: parvind@bhel.in

Tender No. X/6600/2017/0222/R/3

Date of issue : 10.02.2018

Due Date : 05.03.2018

We are pleased to invite offer against above mentioned Tender No. in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and “Instruction to Bidders”, in sealed covers for the below mentioned job.

Description of Sub-Contract Work	Qty. (Nos.)	Delivery Required	EMD (Earnest Money Deposit)
Complete machining of Push Rod (Drg. no. 2118315806200, Quantity-4 no.) with BHEL materials	4 nos.	Within 45 days of receipt of materials from BHEL	NIL

Please submit your lowest quotation / offer subject to our terms and conditions.

The date for opening shall be 05.03.2018. Tenders will be received up to 1.45 PM on 05.03.2018 and opened on the same day at 2.00 PM in the Tender Room (4th floor, Main Admin. Building, HEEP, BHEL, Ranipur, Hardwar). Please note that tender received after due date & time (1.45 PM on 05.03.2018) will not be entertained or opened. BHEL will not be responsible for any type of postal /courier delay.

Any clarification, if required can be asked for through e-mail at parvind@bhel.in before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements. Amendments/corrigendum, if any, will be hosted on our website only. Other terms and conditions will be as per tender documents.

The quantity may undergo change at the time of ordering.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

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

For & ON BEHALF OF BHEL, HARDWAR

Parvind Singh
Sr. Engineer (AIX-T)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

- a) Part-I (Envelope I) : 1. Valid MSE certificate applicable for Micro and small Enterprises, as mentioned below.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

2. Pre-Qualifying Conditions (As per Annexure-A) duly filled.
3. Techno-Commercial Bid. Technical & commercial terms as per Annexure-B should be filled up by vendor and submitted along with techno-commercial bid.
4. NDA(Non-disclosure agreement as per format attached herewith).

- b) Part-II (Envelope II) : Price Bid.

➤ Any corrections / amendments shall be properly & fully authenticated with signature.

Procurement directly from the manufacturers / suppliers shall be preferred. However, if OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. Each page of quotation should be signed and stamped by authorized representative of vendor, else the offer is liable to be rejected. However, in case of e-tender ink signed offer is not required. **Unsigned bids are liable to be ignored.**

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Conditions specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.

- iii) Complete Technical offer.
- iv) Catalogue of the Company, Complete reference of the past experience of the same or similar type of job giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure-B**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation.
- vii) Copy of Price Bid (without prices).
- viii) The experience details of the company for machining of similar type of job along with documents.
- ix) NDA(Non-disclosure agreement as per format attached herewith)
- x) Any additional documents (please specify).

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

- a) Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) **The evaluation of tender shall be on the basis of “Total Landed cost at Destination”. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by vendor and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids. In case BHEL accepts the EX-Works prices such offers will be loaded with actual freight charges as per BHEL freight rate contract whichever is higher.
- d) Applicable Taxes & duties should be indicated separately and clearly in the quotation.
- e) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions.
- f) Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.

Clause 2.0 – Tender Opening:

- a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising MSE Certificate (along with CA certificate if applicable), duly filled Pre- Qualifying Requirement (PQR), Techno-commercial bid & NDA(Non-disclosure agreement as per format attached herewith).

Part II : Part II bid (Envelop-II) comprising Price Bid.

- b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing MSE Certificate towards exemption of EMD, duly filled Pre- Qualifying Requirement (PQR), Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.

- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor's works (if required)

Clause 3.0 – Superscription on envelopes:

The following shall be super-scribed on the envelopes:

PART-I

1. TENDER NO.
2. DUE DATE FOR OPENING
3. “TECHNO-COMMERCIAL BID”.

PART-II

1. TENDER NO.
2. DUE DATE FOR OPENING OF PART-I.
3. “PRICE BID”.

Clause 3.1:

The part-I & part-II shall be individually sealed and super-scribed as indicated above and shall be enclosed further in one single envelop duly sealed and super scribed as:

“QUOTATION AGAINST TENDER NO.----- DUE ON -----
CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor's full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL, Ranipur.
Haridwar- 249403

Clause 3.2:

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Essential conditions:

1. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
2. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction, the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-B. The bids of those vendor who do not agree for reverse auction may not be considered. Terms and conditions of Reverse Auctioning are as per Annexure-E.

For & on behalf of BHEL, Hardwar.

Parvind Singh
Sr. Engineer (AIX-T)

ANNEXURE – B: -TECHNICAL & COMMERCIAL TERMS

BHEL Standard Terms	Vendor's Acceptance/Comments
<p>1. Scope of Work: Complete machining (with BHEL material) is to be carried out by the vendor as per drawing and its TR & QA requirements.</p>	
<p>2. Quality requirements:- Inspection by BHEL/BHEL nominated inspection agency as per drawing/standard and quality plan requirements. -Quality plan no. QP/QA/174094 rev 00 dated 22.07.2017 is to be followed.</p>	
<p>3. Payment terms: 90% payment will be done after receipt and acceptance of components in HEEP, BHEL, Haridwar and balance 10% payment will be done after final account of materials.</p>	
<p>4. Submission of Bank Guarantee & Indemnity bond: All bank guarantees should be from one of the Indian branch of BHEL consortium banks (Annexure-C) and the bank guarantees/indemnity bonds should be in the format as prescribed by BHEL (Annexure-D). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in also. However, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.</p> <p>25% Bank Guarantee and 75% Indemnity Bond for the value of materials to be given by vendor for free issue materials after placement of P.O. Without submission of Bank Guarantee & Indemnity Bond, materials shall not be handed over to vendor.</p> <p>Material value of the items for qty. 4 nos is Rs.420336.00</p>	
<p>5. CURRENCY OF PAYMENT: Indian Rupees</p>	
<p>6. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p> <p>Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p>	
<p>7. Goods & Service Tax (GST): As applicable against documentary proof.</p>	
<p>8. Vendor status regarding registration (registered/un-registered/registered under composite</p>	

BHEL Standard Terms	Vendor's Acceptance/Comments
<p>scheme) under GST.</p> <p>Vendor should mention GST registration no. in case of registered/registered under composite scheme.</p> <p>In case of un-registered in GST, vendor should confirm with reason of not registration.</p>	
<p>9. Input Tax Credit: Input Tax Credit will be applicable for registered vendor only against documentary proof. No Input Tax Credit is applicable for unregistered/composite registered supplier.</p>	
<p>10. ORDER ACCEPTANCE: Order acceptance (ink-signed) along with Contract Execution Bank Guarantee must be submitted within 30 days from the date of PO.</p>	
<p>11. Late delivery penalty Clause: Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. The rate of penalty for delayed Supply shall be @0.5% per week up to maximum limit of 10%.</p> <p>In case of delivery FOR Destination, Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)</p>	

BHEL Standard Terms	Vendor's Acceptance/Comments
<p>12. Transportation: Materials shall be delivered to BHEL Haridwar by vendor itself at its own cost & responsibility. BHEL shall not be charged & responsible for material transportation.</p>	
<p>13. Delivery Period: Within 45 days of receipt of materials from BHEL Haridwar.</p>	
<p>14. Delivery basis: Delivery must essentially be FOR BHEL Haridwar basis. Freight, Insurance and other charges for supplying components to BHEL Haridwar shall be borne by vendor.</p>	
<p>15. Settlement of Disputes:</p> <ul style="list-style-type: none"> • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.</p> <ul style="list-style-type: none"> • The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. 	
<p>16. Guarantee Certificate: Vendor should submit Guarantee Certificate along with each supply of components.</p>	
<p>17. Attending to any complaint during guarantee period: For any type of complaint (such as poor quality of machining/assembly, poor performance etc.), vendor has to rectify the job without any financial implication (free of cost).</p>	
<p>18. Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
<p>19. Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	

BHEL Standard Terms	Vendor's Acceptance/Comments
<p>20. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-E attached). Vendors to give their confirmation for participation in Reverse Auction process.</p>	
<p>21. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address (In case of unregistered vendor only)</p>	
<p>22. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser 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.</p> <p>In case vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.</p>	
<p>23. Force Majeure Clause:</p> <p>a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</p> <p>b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p> <p>d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</p>	

<p>24. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.</p>	
<p>25. RETURN OF REJECTED MATERIAL FOR REPLACEMENT: The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid.</p>	
<p>26. RIGHT OF ACCEPTANCE.</p> <p>a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.</p> <p>b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.</p> <p>d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.</p> <p>e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.</p> <p>f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</p>	
<p>Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry</p>	

Taxes & Duties:

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is “05AAACB4146P1ZL” with state Code as “05” and State Name as “Uttarakhand”.
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier’s account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

ANTI PROFITEERING CLAUSE:-

Vendor must ensure that any benefit of price reduction (basic cost+tax) resulting from GST Act is passed on to BHEL in line with section 171 of GST Act. This is to be certified by vendor prior to placement of order.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor’s account.

NOTE :

- a) Prices shall be furnished per pc. basis as per tender condition; ELSE, THE BID IS LIABLE FOR REJECTION. It should be clearly specified in the quotation.
- b) Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.

NOTE:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors through e-mail or they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 7 days' notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :

Signature :

Name :

Designation :

Department :

M/s

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



ANNEXURE-D

WAM-28

Performa for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt-----
----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. -----
Made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. -----
(Rupees-----only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____
_____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____
_____ we shall be discharged from all the liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

Performa for Indemnity Bond

This Indemnity Bond made on this _____ day of _____ by _____ a company registered under the Indian Companies Act 1956 and having its registered office at _____ (hereinafter referred to as the Contractor) in favour of M/s Bharat Heavy Electricals Ltd., Ranipur Hardwar, registered under the Company Act 1956 having its registered office at BHEL House Siri Fort New Delhi (hereinafter referred to as the 'Purchaser').

Whereas the purchaser places an developmental order ref.no _____ with the contractor for the machining of _____ on mutually settled terms & conditions of said order ref.no. _____. The Purchaser has to supply certain materials to the contractor against bank guarantee so as to enable the contractor to execute the said order.

And whereas on the request from the contractor, the Purchaser has agreed to waive off the condition of submission of Bank guarantee and has agreed to issue the said materials to the contractor on submission of an Indemnity Bond by the contractor as hereinafter appearing to cover the free issue material supplied against the order ref.no. _____ placed by the purchaser on contractor.

Now therefore in consideration of the Purchaser agreeing to issue the said materials to the contractor, the contractor does hereby indemnify the Purchaser and agree at all the time responsible for the loss, destruction or deterioration of the materials issued or to be issued by the Purchaser to the Contractor as per terms of the said order for any reason whatsoever while the goods in his custody. It is clearly understood by the contractor that the materials issued by the Purchaser to the contractor in the terms of the terms of the aforesaid order shall continue to be the property of the Purchaser and the contractor shall not sell or dispose off or transfer or otherwise part with the said materials nor than compliance with and performance of the contract which is the subject matter of the aforesaid orders. The contractor shall make all arrangement for the safe custody and proper utilization of the materials issued by the Purchaser and contractor shall be responsible for the Loss destruction or deterioration of all any of the materials issued by the purchaser even if he has taken reasonable precautions and care.

The contractor further indemnifies the Purchaser in respect of all direct and indirect losses which may be suffered by the Purchaser in case the contractor fails to deliver to the Purchaser the materials issued to contractor as aforesaid without demand as soon as the time specified in the respective order has expired or the purposes for which they were issued has been accomplished which ever is earlier.

This bond and the trust hereby created shall remain in valid and bring on the contractor till the _____ and till such time as the above said order have been fully and finally executed and the contractor has delivered all the materials as per the order placed with the contractor and material accounted for as laid down in the respective order. It is mutually agreed that the liability of the contractor in respective of the Indemnity Bond shall be limited to Rs. _____ for fabrication/machining as aforesaid.

In witness where of the parties here to have set their hand in this deed on the day and year herein above mentioned.

For and on behalf of

Witness:

1)

2)

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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 form the Books of Accounts that the investment of the company as
on dateas 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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro / Small) **(Strike off
whichever is not applicable)** and the date of graduation of such enterprises from its original
category is (dd/mm/yyyy) which is within the period of 3 years from the date
of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory

GST No:

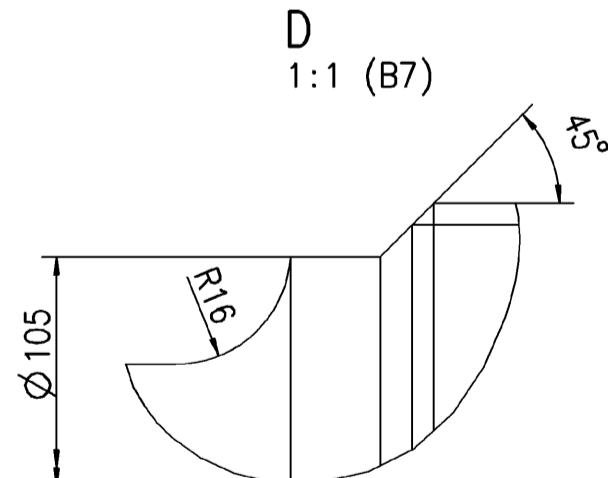
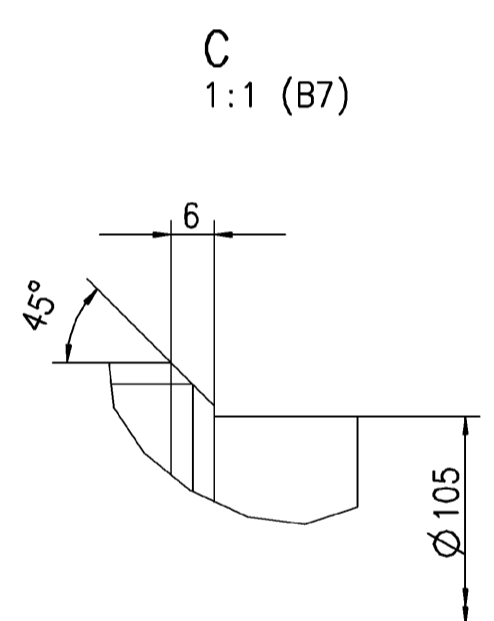
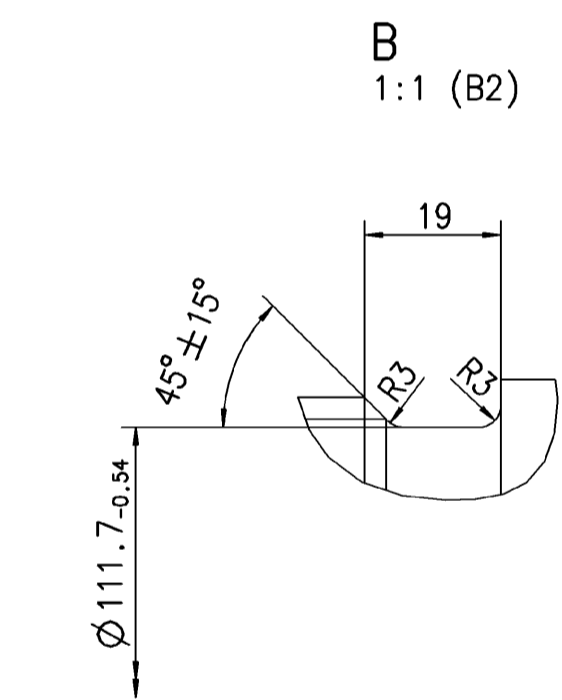
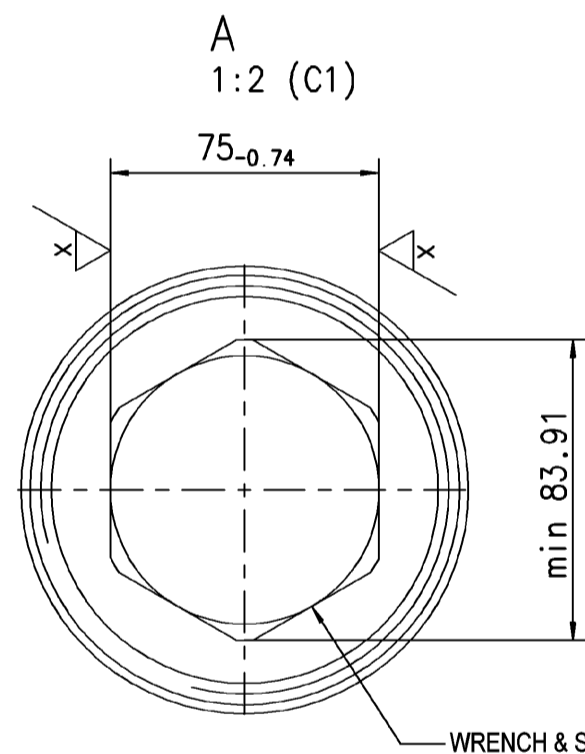
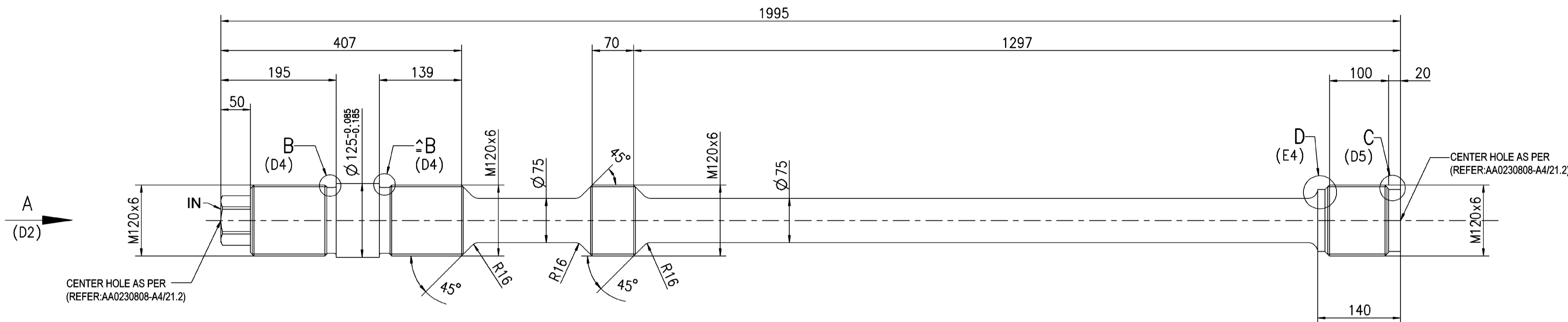
INDENT NO.2017/0222/R			
01.00	PRE QUALIFYING CONDITIONS	REQUIRED	
01.01	<p>Only those vendors should quote who have following facilities in working condition at their works .</p> <p>a) Centre Lathe Machine with suitable attachments and with the following specifications to machine as per component drg. requirements .</p> <p>i) Distance between center = minimum 2000 mm.</p> <p>ii) Swing diameter over bed = minimum 130 mm.</p> <p>iii) Suitable facilities and attachments for milling of hexagon of the job.</p> <p>b) Vendors to submit the details as below : Make , Model no. , Accuracy , specifications (Traverse, table size/weight capacity etc.) & Year of installation of Centre Lathe machine and its attachments -</p>	Vendor to confirm & submit details	
01.02	<p>a.) BHEL reserves the right to verify the information provided by vendor.</p> <p>b.)BHEL may also visit vendor works for verification of vendor's facilities. In case the information provided by vendor is found to be false/ incorrect ,their offer shall be rejected .</p>	Vendor to accept	

Deepak
 01/02/18
 Deepak Kumar
 Engr/TTX

Niranjan
 01/02/18
 Niranjan Kumar
 DM (PCM-T)

DRAWING No. 2-11831-58062

3.2 ALL OVER EXCEPTED OTHERWISE STATED



$\nabla = \frac{3.2}{\sqrt{2}}$ $(\nabla = \frac{12.5}{\sqrt{2}})$

COPYRIGHT AND CONFIDENTIAL THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Inventory No. Sign & Date Ref. Drawing No. > DSPPG-0095961 11760-261700/200

GRADE OF UNTOL.DIM	
M/CG.-C/M/F	AA0230208
WELDING-A/B/C/D	AA0621104
GAS CUTTING-T3	AA0621101

GMS No./ CBOM No.	STATUS OF DRC
AGREED	NAME SIGN DATE
DEPT TTX	S.SARKAR -SD/- 16.05.12

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT	STEAM TURBINE			
NAME SIGN DATE NO. OF VAR	DRN AFZAL KHAN -SD/- 24.02.2012	CHD RITESH K. -SD/- 25.02.2012	APPD D.K.RAY -SD/- 28.02.2012	73 74

DEPT STE	SCALE	WEIGHT (KG)	REF. TO ASSY. DRG.	ITEM No.	NO. OF ITEMS
CODE 4011	1:5	100	0-11831-58000	200	75 77

TITLE:	CARD CODE	DRAWING NO.	NO. OF SHEETS
PUSH ROD	7	2-11831-58062	1

REV	DATE	ALTERED CHECKED	REV	DATE	ALTERED CHECKED	REV	DATE	ALTERED CHECKED	REV	DATE	ALTERED CHECKED	REV	DATE	ALTERED CHECKED	REV	DATE	ALTERED CHECKED						
1			2			3			4			5			6			7			8		

Manufacturer's Name & Address

BHEL Haridwar approved Vendors only.

QUALITY PLAN

Item:- Machining of "PUSH ROD,"
QAP No. :- QP/QA/174094 Rev. 00 Date:22.07.2017
Page 1 of 1

Contractor:- BHEL Haridwar
Indent no. 20170222 rev 00
dated 13.07.2017

Sl. No	Component Operation	Characteristics	Class	Type Of Check	Quantum Of Check	Reference Documents	Acceptance Norms	Format Of Record	Agency				Remarks
									D	V	B	C	

1	Material Receiving Inspection	Material Receiving Inspection	Major	Visual inspection	100%	As per Drg./ CBOM	As per Drg./ CBOM	Q.no.	✓	P	V	-	For BHEL material, transfer of identification to be ensured.
2	Final inspection	Dimensional check and visual inspection	Major	Visual and measurement	100%	As per Drg.	As per Drg.	Obsheet	✓	P	W	-	
		Check for Identification, cleanliness and completeness of job	Major	Visual	100%	As per Drg.	As per Drg.			P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL nominated agency after duly identifying by punching P.O.No., drg no. Plant Order No. and I.R.No.

Remarks: All requirements of Standards, P.O., and drawing to be fulfilled

Legend :-

D: documents with tick mark shall be submitted by vendor to BHEL., V Vendor

B: BHEL(QC) / BHEL Nominated Inspection Agency, C: Customer

P: Perform, W: Witnessed V: Records Verification./Review

Worked by:

Ravile
22/7/17
Ravi Kumar / Engineer
BHEL Haridwar / QAC
BHEL Haridwar

2

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.