



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281084

Enq. No. : T/T212/2017/6446/M

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine Component) / 2018

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 :-

SL. NO.	MATERIAL CODE	DESCRIPTION	SPECIFICATION NO.	QTY(No.)	DELIVERY SCHEDULE
1	W92310526029	Casting for HP Outer Casing U-Inlet End (R/M)	HW19683 Rev:01	1	30.06.2019

SPECIAL INSTRUCTIONS:

- Vendors to offer as per drawing and specification.
- BHEL STANDARD PAYMENT TERM i.e “PAYMENT AFTER RECEIPT AND ACCEPTANCE OF MATERIAL/ITEM AT HEEP, BHEL-STORE” AS **PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC),VERSION JUNE 2017, Rev:01** SHALL BE APPLICABLE.
- THE QUOTATION SHALL BE VALID FOR A **MINIMUM PERIOD OF 120 DAYS**, EFFECTIVE FROM THE DATE OF TENDER OPENING.
- VENDOR TO CONFIRM THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.
- All interested vendors must submit the endorsed NDA well in time to BHEL for getting drawing and specification.**
- All vendors to confirm endorse and return back quality plan “QA/CF/QP/010, rev00”. Inspection by third party (LRS/TUV/BV) for foreign vendors and BHEL nominated agency ‘TUV’ for indigenous vendors as per quality plan no. “QP/CF/QP/010, rev00”.
- In addition to the details asked in PQR, following, new vendors provide the documents for the following.
 - Complete experience (including supplies to BHEL).
 - Performance certificate from end user, if possible.
 - Copy of quality certificates like IS9001 etc.
 - Manufacturing & testing facilities including manufacturing flow process.
- Date of BL/GR will be treated as date of delivery for all purposes including penalty for Late Delivery. In case, vendor quotes date of final inspection as date of delivery then date of BL/GR should be between 45 days of date of final inspection otherwise penalty for late delivery would be applicable.

9. Foreign vendors to either quote third party inspection charges (LRS/BV/TUV) separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. If vendor do not quote third party inspection charges or not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the quoted prices of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
10. Late delivery penalty will be applicable @ 0.5% per week or part thereof subject to maximum of 10%.
11. The remaining terms shall be as per **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC),VERSION JUNE 2017, Rev:01**
12. EARLY DELIVERY IS ALSO ACCEPTABLE. VENDOR TO OFFER BEST DELIVERY SCHEDULE.`
13. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.

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 submit **Tender Fee of Rs. 2,000/- (Rupees two thousand only)** in the form of Pay Order / Demand Draft (drawn in favor of ‘BHEL HARIDWAR’) only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of Rs. 2, 00,000/- (Rupees two lakhs only)** in the form of Pay Order / Demand draft (drawn in favor of ‘BHEL HARIDWAR’). In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

HEEP BHEL Hardwar PMD: ST039 : approved vendors i.e M73121 (M/s The Japan Steel Works), M79073 (M/s AF Cividale), M06068 (M/s Star Wire), M82002 (M/s Voestalpine),M72394 (M/s Sande Stahlguss), M73111 (M/s Japan Casting and Forging), M70017(M/s Kocel Steel Foundary) & M09169(CFFP) are exempted from EMD submission.

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 fee subjected to comply the following instruction:

As per GOI (Ministry of Finance) Office Memorandum dated 28th Feb-2018 it is mandatory from 01-04-2018 to register the Udyog Adhar Memorandum (UAM) of all MSME vendors on Central Public Procurement Portal (CPPP), failing which such MSME bidders shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order-2012. All the MSME Vendors are advised to comply the same and confirmation for this should be mentioned in their offer / bids mandatorily.

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.

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.**

The date for opening of tender shall be 30.07.2018. Tenders will be received up to 1.45 P.M. on **30.07.2018** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 30.07.2018) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 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.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

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

Documents submitted with the offer/bid by the bidder (original 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.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. 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), Version June 2017, Rev: 01**. Please visit our site www.bhelhwr.co.in for **General Instructions and Standard Terms & Conditions (GISTC), Version June 2017, Rev: 01** for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC.

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

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

* 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).

* BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender Documents/offer (s).

* 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) & EMD
- Format for CA certificate –Applicable for MSE vendors) Annexure-1)
- Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
- Duly filled Non-Disclosure Agreement (Annexure 3)
- Point wise reply/confirmation to **Pre-qualifying requirement (PQR)** as per Annexure-2 along with all necessary supporting documents in one go. **Noncompliance of this may lead to rejection offer.**

Part-II

- Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part) in line with technical requirement as per drawings. (Annexure-3).
- Quality plan (Annexure-4)

Part-III -

- Price Bid

All interested vendors must submit the endorsed NDA well in time to BHEL for getting drawing and specification.

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). BHEL may decide to ignore the offer in case of submission of incomplete offer

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version: June 2017 Rev: 01** for Tender Enquiries. Please visit our site **www.bhelhwr.co.in** for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (VERSION: June-17, REV. 01).** **GISTC (VERSION: June- 17, REV. 01)** can also be referred by login to B2B Portal for Vendors.

REFERENCES:

Annexure-1 (Format for CA Certificate - Applicable for MSE vendors)

Annexure-2 (Pre-Qualification Requirement)

Annexure-3 (NDA)

Annexure-4(Quality plan)

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



ENQUIRY NUMBER T/212/17/6446/M

Indent no. 20176446

Pre-Qualification Requirements for HPOC Castings (Grade: GX12CrMoVNB9-1)

Clauses 1-5 are mandatory requirements. Offers of vendors not meeting these requirements will not be considered.

1. Vendor should have experience of having supplied Casing castings :-

1.1 In material grade GX12CrMoVNB9-1 or GX12CrMoWVNB10-1-1 of minimum weight of 37 Tons (single piece- rough machined delivered weight, without any fabrication) for steam turbine applications

1.2 of Barrel type in either of the grade **G17CrMoV5-10**, GX12CrMoVNB9-1 or GX12CrMoWVNB10-1-1 of minimum weight of 20 Tons (single piece- rough machined delivered weight, without any fabrication) for steam turbine applications.

In support of this, vendor shall furnish experience details of barrel type casting in the above material grade as per table at "a" below:

a. Table:

Sl. No.	<u>Rough Machined Weight (kg)</u>	Material Grade	Qty.	PO No.	Name & Address of customer	Date of supply

b. Vendor to furnish documents like unpriced PO/Test Certificates/Invoice/dispatch note etc. of the castings listed in table 1 a. The test certificates (TC's) shall be certified by third party Inspection Agency. The weight of the supplied Casing casting (rough machined) shall be clearly indicated in the submitted documents and the PO/TC's/Dispatch note/Invoice etc. must be clearly correlated.

2. a. The vendor must confirm to have suitable in-house manufacturing facilities for enquiry Items w.r.t. handling, melting, secondary refining and heat treatment to meet the requirements of the enquiry specification and drawing.

b. Vendor shall furnish details (size, range, capacity etc.) of above facilities - handling, melting, secondary refining, casting and heat treatment, available in-house.

c. Vendor to furnish the schematic diagram (with weights at different stages) of the melting, handling and pouring of the enquiry items.

3. a. Vendor to provide details of in-house facilities for carrying out destructive and non-destructive testing.

b. In case the above testing facilities are not available in-house, outsourcing of these tests from Govt. /NABL accredited labs is also acceptable. List of tests outsourced and details of accredited labs to be provided.

4. Vendor must provide clause wise confirmation of the enquiry specification and drawing. All documents shall be in English language and shall be Ink signed

5. Vendor shall also provide the photographs/drawings of the castings furnished in the experience list at clause 1a, if available.

TS Gopalkrishnan
AGM/MTE

Sujeet Kumar
Dy. Manager/ MTE

QUALITY PLAN

QUALITY PLAN											Page 1 of 2		
SL. NO.	COMPONENT OPERATION	CHARACTERISTICS	CLASSIFICATION	TYPE OF CHECK	QUANTUM	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	LEGENDS			REMARKS	
									P	W	V		
QP NO.	QA/CF/QP/010	REV.	00	DESCRIPTION		1- THIRD PARTY INSPECTION			AGENCY				
SPEC. NO.	HW19683	REV.	AS PER PO	HP OUTER CASING		P- PERFORMED BY			AGENCY				
DRG. NO.	AS PER PO	REV.	AS PER PO			W- WITNESSED BY			2- VENDOR				
						V- VERIFIED BY			3- SUBVENDOR				

1	MELT ANALYSIS	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	EACH HEAT	HW19683	HW19683	TC	2	-	1	
2	HEAT TREATMENT	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	HW19683	HW19683	TC	2	-	1	
3	MARKING	IDENTIFICATION OF CASTING & KEEL BLOCK	MAJOR	VISUAL	100%	HW19683	HW19683		2	1		PHOTO/ SKETCH OF TEST-coupon TO BE MADE PART OF TCS
4	MECHANICAL TESTING	TENSILE, IMPACT	MAJOR	MECHANIC AL	PER CASTING	HW19683	HW19683	IR	2	-	1	
5	ROUGH MACHINING	DIMENSIONS	MAJOR	MEASUREM ENT	100%	HW19683 & DRAWING	HW19683 & DRAWING	IR	2	-	-	
6	PRELIMINARY NDT	MPI, UT & RT	MAJOR	NDT	100%	HW19683 & DRAWING	HW19683 & DRAWING	IR	2	-	-	
7	DEFECT EXCAVATION	PHOTOS OR SKETCHES OF EXCAVATIONS TO BE WELDED	MAJOR	VISUAL MPI	100%	HW19683	HW19683	TC	2	-	1	
8	WELDING	REPAIR WELDING	MAJOR	VISUAL MPI	100%	HW19683	WPS & PQR	WELD REPAIR RECORD	2		1	WPS & PQR TO BE SUBMITTED TO BHEL. A CERTIFICATION TO BE GIVEN IN TC THAT WELDING IS PERFORMED ACCORDING TO WPS BY CERTIFIED WELDER.
9	WELDING OF PADS				100%	DRAWING	DRAWING		2		1	
10	STRESS RELIEVING	TIME-TEMP. CONTROL	MAJOR	TIME-TEMP. CHART	100%	HW19683	HW19683	TC	2	-	1	
11	WELD HARDNESS	HARDNESS SURVEY OF WELD REPAIR	MAJOR	HARDNESS	sample basis	HW19683	HW19683	TC	2	1	-	

Signature

QUALITY PLAN

Page 2 of 2

QUALITY PLAN										Page 2 of 2
BHEL	QP NO.	QA/CF/QP/010	REV	00	DESCRIPTION	LEGENDS				
	SPEC. NO.	HW19683	REV.	AS PER PO	HP OUTER CASING	P-PERFORMED BY	1- THIRD PARTY INSPECTION AGENCY			
	DRG. NO.	AS PER PO	REV.	AS PER PO		W- WITNESSED BY	2- VENDOR			
						V- VERIFIED BY	3- SUBVENDOR			
SL. NO.	COMPONENT OPERATION	CHARACTERISTICS	CLASSIFICATION	TYPE OF CHECK	QUANTUM	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS
								P	W	V

12	INSPECTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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NOTE: TCS ARE REQUIRED IN 3 NO. HARD COPIES AND THREE NO. CD-ROMS AS PER ORDERING SPEC / DRG.

Agenda
21/10/18
Agenda
QA

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

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- 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.

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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:



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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 :

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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.

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