

Annexure 4

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 federal laws of Switzerland excluding its choice of law rules. 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 Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.
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: Shri B.M.Bansal, General Manager- Materials Management

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.

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Piston Ring (Sealing Ring with Gap) (Material code- W97310525043: Drawing No. 01052556341)	PQR No. STE-ST166-01 PGMA-10525 Rev.00
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Description of item:
A) Item Detail: Piston Ring (Sealing Ring with Gap):

Piston Ring (Sealing Ring with Gap), Refer Fig.1 (Material code-W97310525043) made of material CoCr20W15Ni or Equivalent (like Hayness 25) is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between HP Inner casing & Outer casing and are subjected to application parameter of temperature 392°C and pressure 75 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine.

B) Technical details:

Raw material for the Piston Ring is CoCr20W15Ni, Material-no. 2.4964 acc. to BS HR.40 or Equivalent (like Hayness 25) and melting acc. to AMD 1805.

The Piston Ring shall be delivered in precipitation hardened condition.

Piston Ring with gap design shall have Outer Diameter 1660mm, Thickness 25mm & Width 25mm.

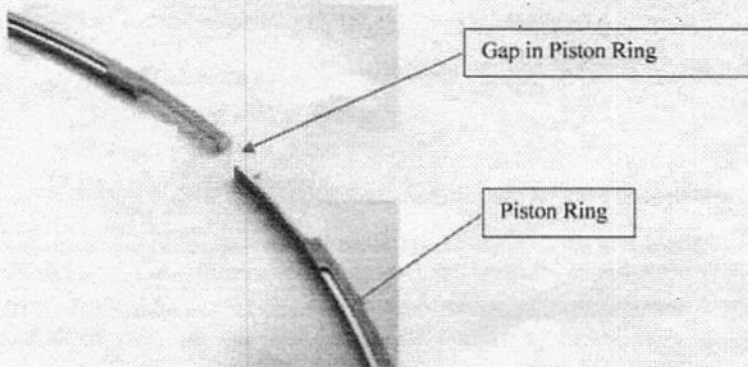


Fig.1. Piston Ring (Sealing Ring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)

- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Piston ring (Sealing Ring with gap) of size Outer diameter 1500mm or above, made of material CoCr20W15Ni (like Hayness 25) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.

Table-1

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email - Id of contact person	Purchase order No.	Date of Supply	Size of Piston ring (Sealing Ring with gap) i.e. Inner Diameter, Outer Diameter & Width	Raw material of Piston Ring	Qty.

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Piston Ring (Sealing Ring with Gap) (Material code- W97310525043: Drawing No. 01052556341)	PQR No. STE-ST166-01 PGMA-10525 Rev.00
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- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Piston ring (Sealing Ring with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Piston Ring (Sealing Ring with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Piston Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required



HARIDWAR

PRE-QUALIFICATION REQUIREMENTS

Item: Piston Ring (Sealing Ring with Gap)
(Material code- W97310525043: Drawing No. 01052556341)

PQR No. STE-ST166-01

PGMA-10525 Rev.00

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Annexure-1

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Piston Ring shall be as per BHEL drawing (Drawing no. 01052556341) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Piston Ring shall be CoCr20W15Ni, Material-no. 2.4964 acc. to BS HR.40 or Equivalent (like Hayness 25) and melting acc. to AMD 1805. The Piston Ring shall be delivered in precipitation hardened condition	
3	In annealed condition properties of Piston Ring shall be as follows: a) 0.2% Proof strength must be $\geq 340 \text{ N/mm}^2$ b) Tensile strength must be $\geq 860 \text{ N/mm}^2$ c) Elongation must be $\geq 35 \%$ d) Hardness must be $\leq 282\text{HB}$ or $\leq 290\text{HV}$	
4	In precipitation hardened condition the hardness of Piston Ring has to be $\geq 340\text{HV}$	
5	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Piston Ring between material-no. 2.4964 acc. to BS HR.40, melting acc. to AMD 1805 and BHEL drawing requirement, later (i.e. BHEL Drawing) will prevail.	

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525051: Drawing No. 31052556342)	PQR No. STE-ST166-02 PGMA-10525 Rev.00
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Description of item:

A) Item Detail: Spring Ring (with Gap):

Spring Ring (with Gap design), Ref. Fig-1 (Material code-W97310525051) made of material NiCr20Co18Ti or Equivalent (like Nimonic 90) is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between HP Inner casing & Outer casing and are subjected to application parameter of temperature 392°C and pressure 75 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine

B) Technical details:

Raw material for the Spring Ring (Cockle Spring) is NiCr20Co18Ti, Material-no. 2.4632 acc. to BS 2HR.202 or Equivalent (like Nimonic 90).

The Spring Ring shall be delivered in precipitation hardened condition.

Spring Ring with gap design shall have dimension with Outer convolution edge $\varnothing 1608.5\text{mm}$, Inner convolution edge $\varnothing 1559.42\text{mm}$, Thickness 1.5mm, Width 23.12 & end gap of 25mm

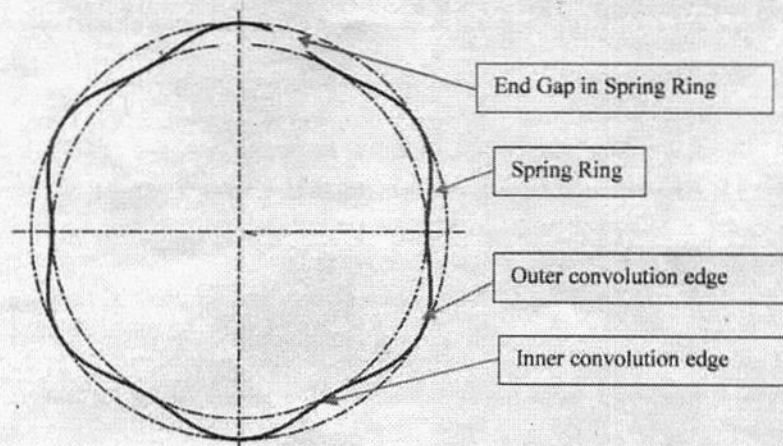


Fig.1. Spring Ring (Cockle Spring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)

- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Spring ring (with gap) of size Outer diameter 1500mm or above, made of material NiCr20Co18Ti (like Nimonic 90) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525051: Drawing No. 31052556342)	PQR No. STE-ST166-02 PGMA-10525 Rev.00
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Table-1

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email - Id of contact person	Purchase order No.	Date of Supply	Size of Spring ring (with gap) i.e. Outer convolution edge ϕ , Inner convolution edge ϕ , Thickness, Width & end gap	Raw material of Spring Ring	Qty.

- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Spring ring (with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Spring Ring (with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Spring Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required



HARIDWAR

PRE-QUALIFICATION REQUIREMENTS

Item: Spring Ring (with Gap)
(Material code- W97310525051; Drawing No. 31052556342)

PQR No. STE-ST166-02

PGMA-10525 Rev.00

Annexure-1

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Spring Ring shall be as per BHEL drawing (Drawing no. 31052556342) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Spring Ring (Cockle Spring) is NiCr20Co18Ti, Material-no. 2.4632 acc. to BS 2HR.202 or Equivalent (like Nimonic 90). The Spring Ring shall be delivered in precipitation hardened condition	
3	In precipitation hardened condition properties of Spring Ring shall be as follows: a) 0.2% Proof strength must be $\geq 695 \text{ N/mm}^2$ b) Tensile strength must be $\geq 1080 \text{ N/mm}^2$ c) Elongation must be $\geq 15 \%$ d) Hardness must be $\geq 280 \text{ HV}$	
4	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Spring Ring between material-no. 2.4632 acc. to BS 2HR.202 and BHEL drawing requirement, latter (i.e. BHEL Drawing) will prevail.	

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525060; Drawing No. 41052556051)	PQR No. STE-ST166-03 PGMA-10525 Rev.00
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Description of item:

A) Item Detail: Spring Ring (with Gap):

Spring Ring (with Gap design), Ref. Fig-1 (Material code-W97310525060) made of material X10CrNi18-8 or Equivalent is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between Shaft seal casing & Outer casing and are subjected to application parameter of temperature 450°C and pressure 6.4 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine.

B) Technical details:

Raw material for the Spring Ring (Cockle Spring) is X10CrNi18-8 (solution annealed) or Equivalent. Spring Ring with gap design shall have dimension with Outer convolution edge Ø776mm, Inner convolution edge Ø768mm, Thickness 1mm, Width 8mm & end gap of 20mm

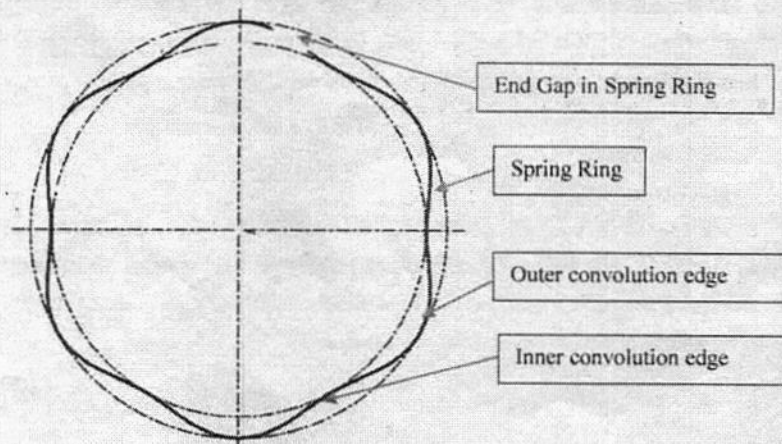


Fig.1. Spring Ring (Cockle Spring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)

- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Spring ring (with gap) of size Outer diameter 700mm or above, made of material X10CrNi18-8 (solution annealed) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525060: Drawing No. 41052556051)	PQR No. STE-ST166-03 PGMA-10525 Rev.00

Table-1

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email- Id of contact person	Purchase order No.	Date of Supply	Size of Spring ring (with gap) i.e. Outer convolution edge Ø, Inner convolution edge Ø, Thickness, Width & end gap	Raw material of Spring Ring	Qty.

- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Spring ring (with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Spring Ring (with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Spring Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required

Worked by:	Checked by:	Reviewed by:	Approved by:
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HARIDWAR

PRE-QUALIFICATION REQUIREMENTS

Item: Spring Ring (with Gap)
(Material code- W97310525060: Drawing No. 41052556051)

PQR No. STE-ST166-03

PGMA-10525 Rev.00

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Annexure-I

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Spring Ring shall be as per BHEL drawing (Drawing no. 41052556051) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Spring Ring (Cockle Spring) shall be X10CrNi18-8 or A240 Type 301 or Equivalent and shall comply to following condition & properties a) Surface Finish 2E according to EN10028-2, metallicity cleaned & descaled. b) Cold rolled and solution annealed c) Tensile Strength min 540 MPa d) Yield strength min 230 Mpa	
3	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Spring Ring material standard and BHEL drawing requirement, latter (i.e. BHEL Drawing) will prevail.	

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL					
BHEL	VENDOR'S NAME	ITEM			QP NO.									
				DATED										
		DRG. NO.	AS PER PO											
		SPEC.	AS PER PO											
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11

Page 1 of 3

MANUFACTURER/SUBCONTRACTOR		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION CHP: CUSTOMER HOLD POINT	FOR CUSTOMER USE	
		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

NIC ENQUIRY (ITEM DETAILS)

Annexure-3

SNO	ENQNO	MATCODE	MDESC	QUANTITY	UNIT	Delivery Required
1	T/T206/20/2823W1	W97310525043	DRG: 01052556341 REV: 03 PISTON RING MATERIAL:COCR20W15NI	2	NO	30.07.2022
2	T/T206/20/2823W1	W97310525051	DRG: 31052556342 REV: 03 SPRING RING MATERIAL:NICR20CO18TI	2	NO	30.07.2022
3	T/T206/20/2823W1	W97310525060	DRG: 41052556051 REV: 02 SPRING RING MATERIAL:~X10CRNI18-8	4	NO	30.07.2022



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281130

BHEL ENQUIRY No: T/T206/20/2823W1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2021/COMP/3

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.

The tender is invited on **the E-Procurement Portal** (<https://eprocurebhel.co.in/nicgep/app>) from the manufacturers (registered as well as unregistered) for the item Piston Ring & Spring Ring as per details mentioned in **Annexure-3 (Item Details)**. **The Offer shall be submitted on the E- Procurement portal only.**

SPECIAL INSTRUCTIONS OF ENQUIRY-

1. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure -1 'A'; 'B' & 'C' (Pre-Qualification Requirement/PQR) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
2. **Quality Requirement-**
 - (a) Vendors to furnish Quality Plan along with offer for BHEL Review and approval in BHEL Format (Annexure-2).
 - (b) Vendor to confirm Inspection by BHEL nomination agency BVIL as per finally BHEL approved quality plan.
- 3 Vendor to offer best delivery schedule. Delivery is not sacrosanct.
- 4 The evaluation currency for this tender shall be INR.
5. Late delivery Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. If vendor does not confirm late delivery penalty clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
6. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020:
 - a. W.e.f. 01.01.2021, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 100 Crs. in any preceding financial year from 2017-18 onwards.
 - b. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
 - c. In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take

necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.

7. For this tender, only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. Bid of non-local suppliers (if any) shall be out rightly rejected.
8. Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.
- a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
 - b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
 - c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
 - d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.
 - e. In case order is to be placed and executed by agent following aspects are to be ensured:
 - Manufacturer of the agent should meet the PQR as defined in tender.
 - Agent should have annual turnover of at least equal to **Rs. 100 Lacs** during one financial year and the net worth of the agent should be positive.
 - Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.
9. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version December-2020, Rev: 05)**. Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.
10. **Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure: 4 (NDA) to get the drawings and specifications from BHEL. The dully filled NDA shall be submitted to following mail ids: ikranjan@bhel.in; deepakkumar1@bhel.in.**

The tender documents can be downloaded from the web sites <https://eprocurebhel.co.in/nicgep/app/> / www.bhel.com / www.hwr.bhel.com.

Vendors must also remit the requisite EMD (Earnest Money Deposit) of Rs. 1,00,000/- (Rupees One lakh only) in the form of Pay Order/ E-payment / Demand draft (drawn in favor of 'BHEL HARIDWAR'). **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

"As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

For E-Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586

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 Tender fees. A Valid MSE certificate such as Udyog Aadhar (UAN) / Udyam Certificate/NSIC/EM (Part-II) as per GISTC shall be submitted in support of Micro & Small Enterprises (MSEs).

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

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.

INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

DEFINITION :

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

TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

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). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com.

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

The tender shall be **submitted in three parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Pre-Qualifying Requirements/PQR as per **Annexure-1 'A', 1 'B' & 1 'C' (PQR)**
2. EMD (Earnest Money Deposit) **Or** Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

Part II (Cover-2) - Containing the following

1. Techno -Commercial Bid
2. Techno-commercial terms and conditions as per **Annexure (Techno-commercial terms and conditions)**
3. **Annexure** (Self-Certification Certificate (MII))
4. **Annexure** (Certificate required as per order no F.No.6/18/2019-PPD of department of Expenditure(DoE))
5. **Annexure-2** (Filled Quality Plan)

Part III (Cover-3) - Containing the following

1. **Price Bid as per attached Annexure (Price Bid Format)**

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1.	Item details	As per Annexure- Item details
	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
	Due Date Of Offer Submission	Refer https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).

	Opening of Tender (Techno-Commercial Bid, Part-1)	Refer https://eprocurebhel.co.in/nicgep/app <i>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</i>
	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information

E-Procurement Portal Inputs

Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/Tender Notifications/Sample Checklist](http://www.bhel.com/home.php/Tender%20Notifications/Sample%20Checklist).

NIC portal Helpdesk Contacts

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in

Note

Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained and shall be out rightly rejected.

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

ON COMPANY LETTER HEAD

Date -

CERTIFICATE REQUIRED AS PER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017

To,
M/s Bharat Heavy Electricals Ltd.
Heavy Electrical Equipment Plant
Haridwar – 249403

Ref:

Tender No. –

I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.....) is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that bidder (.....) fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached).

Authorized Signatory
(Name of signatory with company seal)

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

Details of location at which local value addition will be made is as follows: -

.....

.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Seal & Signature of Supplier