



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

BHEL ENQUIRY No: T/ T206/1/2239K1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2021/COMP/20212239

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 items Procurement of **Elbow & Unequal Tee** as per Annexure-1 (Item Details). **The Offer shall be submitted on the EProcurement 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 (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-**

For Item No. 1 & Item No.2

- I. Vendor is requested to kindly endorsed Standard Quality Plan (SQP) No. QA/BI/QP/303 Rev 02 along with the offer. (Refer attached SQP).
- II. Vendor to confirm "Inspection to be done by BHEL nominated agency TUV" as per SQP No. QA/BI/QP/303 Rev 02.

4. Vendor to offer best delivery schedule. Delivery is not sacrosanct.
5. The evaluation currency for this tender shall be INR. (Exchange rate on the date of opening of tender enquiry will be considered for conversion of foreign currency-if applicable)
6. 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 do 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.
7. BHEL Standard payment term is "Payment after receipt and acceptance of material/item at HEEP, BHEL-store" as per **General Instruction and Standard Terms & Condition (GISTC), Jun'2021, Rev: 06.**
8. The quotation shall be valid for a **minimum period of 90 days**, effective from the date of tender opening.

9. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
10. The total quantity may undergo change at the time of ordering.
11. Test certificate and Guarantee certificate to be provided by vendor as per specification.
12. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.01.2021 for **Indian Vendors:**
 - a. 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. 01.01.2021.
13. For this procurement, Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 shall not be applicable.
14. 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. **02 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.
15. The remaining terms shall be as per **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC Version: June-2021, Rev.06)** Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version: June-2021, Rev.06)**. 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.

Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (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 our web site [https://eprocurebhel.co.in/nicgep/app / www.bhel.com/or](https://eprocurebhel.co.in/nicgep/app/www.bhel.com/or) <https://hwr.bhel.com/bhelweb/Home.jsp>. 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 / e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/ Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender documents are required from BHEL, no tender fee is required to be submitted.**

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

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 out rightly rejected.

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.

Bidders against open tender may obtain class – III DSCs. Procedure for application is available on www.bhel.com.

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

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 two parts** in separate cover as described below on or before the due date:

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

1. Point wise reply/confirmation to both **Pre-qualifying requirement Annexure (PQR) along with all necessary supporting documents in one go. Non-compliance of this may lead to rejection of offer.**
2. **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 and documents.

Part II (Cover-2) - Containing the following

1. **Price Bid-** Format uploaded on NIC portal with this enquiry.

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- <u>Item details</u>
	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	Date: 02.05.2022 Time: 13:45 hrs 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)	Date: 02.05.2022 Time: 14.00 Hrs Refer https://eprocurebhel.co.in/nicgep/app 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.
	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_Notifications/Sample_Checklist).

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.

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version: June-2021, Rev.06** for Tender Enquiries. Please visit our site www.hwr.bhel.com for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (Version: June-2021, Rev.06)** can also be referred by login to B2B Portal for Vendors.

REFERENCES:

Annexure- (Pre-Qualification Requirement/PQR/ SQP-Standard Quality Plan)

Annexure- (Item Details)

Annexure- (General Instructions and Standard Terms & Conditions (GISTC), Jun'2021, Rev: 06.

Annexure (Non-Disclosure Agreement)

Commercial Term & Condition Compliance

Tender Reference No.	T/ T206/1/2239K1 Due date: 02.05.2022		
Item Description	Elbow & Unequal Tee		
Vendor Name			
Quotation Reference no. (If any)		Date	

Sl. No.	Techno-Commercial terms	Vendor Confirmation
1.	Please specify whether you are manufacturer or Trader of the item.	
2.	Material will be supplied as per BHEL Specification mentioned in enquiry. i.e. (i) W97321018067- ELBOW 65NB 90DEGLR SCH80 ASTM A234 GR.WPB SIZE: 65NB (ii) W97321018059 - UNEQUAL TEE 100>65NB SCH 80 ASTM A234 GR.WPB SIZE: 100/65NB Manufacturing, Testing and Certification will be as per ordering specification, if not accepted, then mention deviation.	
3.	Quality Confirmation: I. Vendor is requested to kindly endorsed Standard Quality Plan (SQP) No. QA/BI/QP/303 Rev 02 along with the offer. (Refer attached SQP). II. Vendor to confirm "Inspection to be done by BHEL nominated agency TUV" as per SQP No. QA/BI/QP/303 Rev 02.	
4.	Delivery Terms (BHEL Standard term: FOR Destination means CPS/HEEP/ BHEL Haridwar)	
5.	Despatch mode (BHEL Standard term: Through BHEL approved transporter only)	
6.	Origin of Despatch	
7.	Freight Charges ➤ Loading shall be done as per extent rules of BHEL-Haridwar, if Freight is mentioned as 'To Pay'	
8.	Packing Charges ➤ Loading shall be done as per extent rules of BHEL-Haridwar, if Packing charges is 'Extra'	
9.	Forwarding Charges ➤ Loading shall be done as per extent rules of BHEL-Haridwar, if Forwarding charges is 'Extra'.	
10.	Delivery Period in weeks/months (Lead Time from PO date)	
11.	Payment term: "100% payment after receipt & acceptance of material at BHEL HEEP Haridwar". ➤ If vendor deviates from BHEL's standard payment term, loading on account of deviation in standard payment term shall be done as per extent rules of BHEL-Haridwar (Refer GISTC)	
12.	Bank Charges ➤ If BHEL's Standard Payment terms accepted then bank charges not applicable, otherwise please mention	
13.	Rate of GST (CGST/SGST/IGST) extra in % (for Indian Bidder only)	
14.	Test certificate (if applicable) as per Specification shall be provided.	
15.	Guarantee Certificate (if applicable) shall be provided	

16.	Penalty for late deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the gross value payable to the vendor (before LD) against such supplies excluding taxes and duties. If vendor don't accept this clause, then loading shall be done as per extent rules of BHEL-Haridwar.	
17.	Quotation Validity ➤ As per NIT, Validity is 90 days from techno-commercial bid opening date.	
18.	Currency	
19.	The evaluation currency for this tender shall be INR.	
20.	Are you registered under Micro Small Enterprises (MSE vendor)? if Yes then provide Udyam Certificate (for Indian Bidder only)	
21.	Any other comments (like any other charges, order to be placed on etc.)	
22.	BHEL reserve the right to change the quantity/ Part quantity at the time of ordering.	
23.	Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.	
24.	Vendor to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
25.	Vendor to quote best possible delivery in the offer.	
26.	PO No. &/or Vendor's Emblem/seal shall be clearly punch marked/Etched on each items.	
27.	Remaining terms and conditions shall be as per General instruction and standard terms & conditions (GISTC) version June 21 rev: 06.	
28.	In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	

PRE-QUALIFICATION REQUIREMENTS FOR CARBON STEEL FITTINGS ≤ Nb100 SIZE

Indent Nos: 20211542, 20211551, 20211559

Material Codes: W97321018016, W97321018024, W97321018040, W97321018067, W97372353106, W97321018059, W97372352193, W97321401030, W97321401049, W97321401065, W97321401073, W97372356652, AA7242511160, AA7242530164, W90321017030, W90321017048, AA7242511119, W97372351146, AA7242502160 & AA7242502110

This document illustrates the minimum pre-qualification requirements for supply of various fittings like Tees, Reducers, Elbows etc. in seamless construction & Butt Welded type as per extant national /international standards.

PQR Clauses are as below:**1. Experience Requirement –**

- a) The Vendor should have experience of manufacture & supply of at least 50 (Fifty) Nos. of wrought carbon steel/alloy steel fittings with following minimum technical details in the last 5 (Five) years from the date of issue of this enquiry:

SI No.	Product Features	Details
1.	Item Type	Wrought Carbon/Alloy Steel Fittings like Tees (Equal/Unequal), Elbows (Long/Short Radius), Reducers (Concentric/Eccentric) etc.
2.	Manufacturing Standards	2a) Material Grade as per ASTM A234 GR WPB, or higher 2b) Dimensional Grade as per ANSI B16.9 or equivalent
3.	Size Range of Manufactured Fittings	≤ Nb100
4.	Schedule of Manufactured Fittings	STD & above
5.	End Connection of Manufactured Fittings	BW or SW (SW end connection for 2" or below size only)

- b) In support of above, vendor to furnish information in the following format for previously supplied fittings, meeting the above technical requirements during the last 5 (Five) years from the date of issuance of this enquiry:

Sl. No.	Name & Address of End Customer, including Contact Details – Mobile No, Email ID, Phone No.	Purchase Order No. & issue date	Compliance of Clauses across sl no 1-5 as per table above		Total Qty (nos.) supplied
			Clause	Requirement (To be filled by Vendor)	
			1	Item Type (CS/AS & Type)	
			2	Manufacturing Standards	
			3	Size Range of Manufactured Fittings	
			4	Schedule of Manufactured Fittings	
			5	End Connections	

2. Vendor to submit the following documents as an evidence of acceptance of supplied Fittings for the successfully executed orders as mentioned by vendor in Clause 1(b) -
- One or more numbers of successfully executed Purchase Orders (Un-Priced) in compliance with Clause 1(a) & 1 (b) above.
 - Material Test Certificate, Mill Test Certificate etc for supplied fittings for any one of the above submitted PO. The submitted Test Certificates should have co-relation with PO(s).
 - Acceptance Certificate/Dispatch Details/Material Receipt Certificate of customer for any one of the submitted PO(s).

Notes:

- BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false / incorrect, the offer shall be rejected.
- In case the supplier is a non-manufacturer, valid authorization certificate from principle to be submitted.

Sandup
16/10/2021

S K SONKAR
SM/TL

Navneet
16.10.2021.

NAVNEET CHAKRAPANI
DM/TL

M/S. OPEN TENDER**DUEDATE****02-05-2022**

BHEL

HARIDWAR249403

Vendor Code**00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W97321018067 ELBOW 65NB 90DEGLR SCH80 ASTM A234 GR.WPB SIZE: 65NB	32	NO	1	32 31/10/22
2	W97321018059 UNEQUAL TEE 100>65NB SCH 80 ASTM A234 GR.WPB SIZE: 100/65NB	12	NO	1	12 31/10/22

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. As per attached Enquiry Document on NIC Portal.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer latest version of GISTC. Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018
Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

INDRAJEET KUMAR RA
DY. MANAGER (PPX-T)

NIC ENQUIRY (ITEM DETAILS)

Annexure-1

SNO	ENQNO	MATCODE	DESC	QUANTITY	UNIT	Delivery Required
1	T/ T206/1/2239K1	W97321018067	ELBOW 65NB 90DEGLR SCH80 ASTM A234 GR.WPB SIZE: 65NB	32	NO	31-10-2022
2	T/ T206/1/2239K1	W97321018059	UNEQUAL TEE 100>65NB SCH 80 ASTM A234 GR.WPB SIZE: 100/65NB	12	No.	31-10-2022

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	SEAMLESS PIPE FITTINGS		QP NO.	QA/BI/QP/303						
		DRG. NO.	AS PER PO		REV	02						
		SPEC.	AS PER PO									
		REV	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	10		11

1	RAW-MATERIAL											
1.1	PIPES	REVIEW & CORELATION OF MILL TC FOR CHEM. COMPOSITION, MECH. PROPERTIES, BEND / FLATTENING TEST, EDDY CURRENT TEST HYDRO TEST, DIMENSIONS	MAJOR	REVIEW	1/HEAT 1/HEAT 100% 100%	APPLICABLE ASTM / BHEL SPEC	APPLICABLE ASTM / BHEL SPEC	MILL TC	P	V	-	NOTE 1
1.2	NDT (IF CALLED FOR IN ORDERING SPEC)	INTERNAL DEFECTS	MAJOR	UT	100%	DO	ASTM 213	TC	P	V		
2.0	INPROCESS INSPECTION											
2.1	PIPE CUTTING	IDENTIFICATION NO./ HEAT NO. TRANSFER	MAJOR	VISUAL	100%	-	-	REGISTER	P	V	-	
2.2	FORGING OF PIPES	TEMP. & DIE SET	MAJOR	VISUAL & TEMP. RECORDERS	100%	INTERNAL	INTERNAL	REGISTER	P	V	-	
		SIZE	MAJOR	DIMENSIONAL	RANDOM	INTERNAL	INTERNAL	REGISTER	P	V	-	
2.3	HEAT TREATMENT	TIME-TEMP.	CRITICAL	TIME-TEMP.	100%	APPLICABLE ASTM / BHEL SPEC	APPLICABLE ASTM / BHEL SPEC	TC	P	V	-	NOTE 2
		CLEANING	MINOR	VISUAL	100%	INTERNAL	CLEAN SURFACE	-	P	-	-	
2.4	SAMPLE FROM HEAT TREATED FITTING	MECH. PROP.	MAJOR	MECHANICAL	1/HT BATCH	APPLICABLE ASTM / BHEL SPEC	APPLICABLE ASTM / BHEL SPEC	TC	P	W	-	NOTE 3
		HARDNESS	MAJOR	HARDNESS	10%							
3.0	FINAL INSPECTION											

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 ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
				APPROVED BY

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	SEAMLESS PIPE FITTINGS		QP NO.	QA/BI/QP/303						
				REV	02							
		DRG. NO.	AS PER PO									
		SPEC.	AS PER PO									
	REV	AS PER PO				Page 2 of 2						
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	10	11	

3.1	FINISHED FITTING	PRODUCT ANALYSIS	MAJOR	CHEMICAL	1/HEAT	ORDERING SPEC	ORDERING SPEC	TC	P	V	-	*10 % MINIMUM 3 PER ITEM
		DIMENSION	MAJOR	MEASURE	100%	ORDERING SPEC	ORDERING SPEC	TC	P	W*	-	
		SURFACE DEFECTS (IF CALLED IN ORDERING SPEC. / DRG.)	MAJOR	DPT/MPI	100%	E165 / E709	NO LINEAR INDICATION	TC	P	W*	-	
		HARDNESS (IF CALLED IN ORDERING SPEC. / DRG.)		MEASURE	100%	ORDERING SPEC	ORDERING SPEC	TC	P	W*	-	
		HYDRO TEST (IF CALLED IN ORDERING SPEC. / DRG.)		HYDRO	10%	ORDERING SPEC	ORDERING SPEC	TC	P	W*	-	
3.2	MARKING, PRESERVATION & PAINTING		MAJOR	VISUAL	100%	DO	DO	TC	P	V	-	

NOTE:

1. IN CASE MAT. CORRELATION IS NOT ESTABLISHED, REPEAT CHEM. & MECH. TESTS SHALL BE CARRIED OUT ON SAMPLE DULY IDENTIFIED BY BHEL.
2. HT FURNACES SHALL BE EQUIPPED WITH CALIBRATED THERMOCOUPLES HAVING TEMP. CONTROLLERS / TEMP. RECORDERS.
3. SAMPLE FOR MECH. TESTS SHALL BE IDENTIFIED BY BHEL. (FOR SIZES 2 INCH & ABOVE). IN CASE OF ELBOWS MFD. WITH HOT FORMING AT TEMP. BETWEEN 620-980 DEG. C, THE MECH. TESTING IS CALLED FOR SIZES ABOVE 3 NPS.

		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 ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR				APPROVED BY

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**)" which expression shall unless repugnant to the context shall include its successors & assigns.

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") which expression shall unless repugnant to the context shall include its successors & assigns. 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 Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

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 disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party 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 . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

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 Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing 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. The Disclosing 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 Indian laws and regulations.

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 it receives from the Disclosing Party 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 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 reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) 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 the Disclosing 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 or upon expiry of this Agreement.

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) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

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 the Disclosing Party to the Receiving Party 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. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party 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 Receiving 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

11. The expiry of the period contemplated in Article 10 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.
12. 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 in connection with the contract entered between both the parties 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.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

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 as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

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
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL

By:

Title:

Signature:

19. No failure or delay by either party in exercising or enforcing any right, remedy or power here under shall operate as a waiver hereof.

20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

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 Servicesfor which the Enquiry issued
/ Purchase order to be 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.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building
BHEL, HEEP, Haridwar
India