



**BHARAT HEAVY ELECTRICALS LIMITED**  
**BHEL, HEEP: HARDWAR-249403 (UK)**  
**Fax: 01334-226462, Phone: 01334-285193**  
**E-mail: deepakkumar1@bhel.in; nadeem@bhel.in**

**EOI No.: A. PPX-BHEL/INSULATION PLATE/STE-TG/EOI/21-22**

**B. PPX-BHEL/PLATE TYPE OIL FILTER/STE-TG/EOI/21-22**

**Due Date: 03.01.2022**

**Notice for Expression of Interest for empanelment of New Vendors**

The Heavy Electrical Equipment Plant (HEEP) located in Haridwar, is one of the major manufacturing plants of BHEL. The core business of HEEP includes design and manufacture of large size steam and gas turbines, turbo generators, heat exchangers, condensers and auxiliaries.

**We are looking for reputed vendors having capability to manufacture & supply the following items:**

- a. Insulation Plate for Steam Turbine Valves**
- b. Plate type Oil Filter for Steam Turbine Governing System**

**Prospective suppliers may submit their offers for either of the two or both the EOIs.**

**Contact persons:**

Mr. Nadeem Ali  
Designation: Sr. Engr. (PPX-T)  
Email: [nadeem@bhel.in](mailto:nadeem@bhel.in)  
Phone No: +91 1334-285193  
Mobile: +91 9627371380

Mr. Deepak Kumar  
Designation: Mgr. (PPX - T)  
Email: deepakkumar1@bhel.in  
Phone No: +91 1334-281130  
Mobile: +91 7088691410

The offers received will be technically evaluated by BHEL & successful short listed parties will be asked to submit their detailed Techno-Commercial offers through formal NIT/Enquiry for our future requirements. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.



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**Following documents are to be necessarily filled and submitted along with the technical offer:**

1. Details/Documents in support of Specification/PQR (**Annexure-1**).
2. Supplier/Vendor Registration Form - Go through online supplier registration portal <https://supplier.bhel.in/>. After filling the online registration form send the copy of same along with your offer within due date.
3. Details of Manufacturing Facility
4. Company Profile.
5. Financial report of the company.
6. Past experience along with documentary proof.

Only Technical BID along with the documents mentioned above should be sent and the envelope containing the offer shall be duly sealed and super scribed as “**Technical Bid for manufacture & supply of ‘Insulation Plate for Steam Turbine Valves and Plate Type Oil Filter for Steam Turbine Governing System’ against ‘BHEL EOI No. A. PPX-BHEL/INSULATION PLATE/STE-TG/EOI/21-22 & B. PPX-BHEL/PLATE TYPE OIL FILTER/STE-TG/EOI/21-22’ Due Date -03.01.2022, submitted by (Name of company)**”.

- This notification shall be published on [www.hwr.bhel.com](http://www.hwr.bhel.com), [www.bhel.com](http://www.bhel.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in)
- Last date for downloading tender documents shall be 01.01.2022 till 1700 Hrs.(IST). EOIs received up to 13:45 Hrs. (IST) on 03.01.2022 will be considered and opened on the same day at 14:00 Hrs. (IST) in the Tender Room BHEL HEPP, Haridwar.
- Technical Offers complete in all respect must be addressed to “AGM (PPX-T)”.
- EMD & Tender fee are not applicable.
- The Quotation should be from the Principal/Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.
- BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
- Amendments / Corrigendum, if any, will be hosted on our web site only.
- Drawings & specifications will be shared with vendor after receiving duly filled and signed & stamped Non-Disclosure and Proprietary Information Agreement (**Annexure-2**).
- Vendors submitting their bids through e-mail may be advised to have following clear subject line:
  1. EOI/ Tender Enquiry Reference No. \_\_\_\_\_
  2. Bid opening Date (Techno-commercial) \_\_\_\_\_

Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail ([tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) after 1:45 PM (IST) on the day of bid opening, however, if no password is received up to 4:00 PM (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.

For any further details, please log on to [www.hwr.bhel.com](http://www.hwr.bhel.com), [www.bhel.com](http://www.bhel.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in).



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**Due Date: 03.01.2022**

**Annexure-I**



**Expression of Interest (EOI) for Insulation Plate**

Date: 24-09-2021

**Expression of Interest  
For  
Insulation Plate for  
Steam Turbine Valves**

**EOI No.: BHEL / INSULATION PLATE / STE-TG / EOI / 24-09-2021**

**Document No. INSULATION PLATE -EOI-09-2021**

**BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY ELECTRICAL EQUIPMENT PLANT  
HARIDWAR-249403, INDIA**





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## **Expression of Interest (EOI) for Insulation Plate**

### **DISCLAIMER**

All information contained in this EOI provided / clarified are in good interest and faith. The information contained in this Expression of Interest document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BHEL, is provided on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

The purpose of this EOI is to provide interested parties with information that may be useful for development of experienced vendors for supply of Insulation Plate. This EOI is not an offer by BHEL to the prospective Applicant(s) or any other person. This EOI is neither intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment with any party or person. This is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EOI document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Agencies are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their interest are satisfied with the EOI Document in all respects.

The issue of this EOI does not imply that BHEL is bound to select and shortlist Applicant(s) for next stage or to enter into any agreement(s) with any Applicant(s). BHEL reserves all right to reject any applications submitted in response to this EOI document at any stage without assigning any reasons thereof. BHEL also reserves the right to withhold or withdraw the process at any stage. Neither BHEL nor its employees and associates will have any liability any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document or any matter deemed to form part of this EOI document, the information and any other information supplied by or on behalf of BHEL. BHEL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance/use of any statements/information contained in this EOI by the Applicant. BHEL is not making any representation or warranty, express or implied, as to the accuracy or completeness of any information/statements made in this EOI.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BHEL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BHEL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the EOI.





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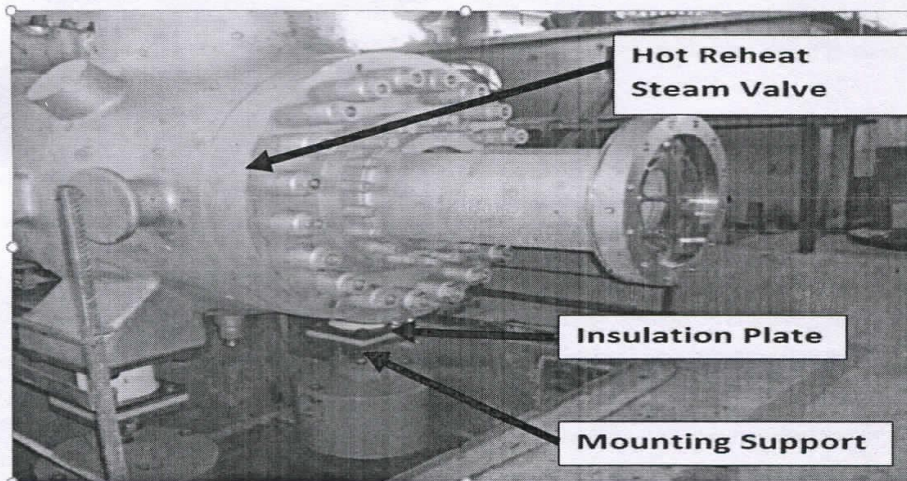
Due Date: 03.01.2022



## Expression of Interest (EOI) for Insulation Plate

### Item Description

Insulation Plates are used to isolate hot surfaces of Steam Turbine valves (main steam & hot reheat steam valves) from their mounting support (refer enclosed photograph).



The referred insulation plate material has the following properties:

- i) Water Absorption (as per ISO 62):  $\leq 15\%$
- ii) Operating Temperature:  $\geq 700^{\circ}\text{C}$
- iii) Coefficient of Linear Thermal expansion:  $\leq 13 \times 10^{-6} \text{ K}^{-1}$
- iv) Thermal Conductivity:  $\leq 0.37 \text{ W/mK}$
- v) Shrinkage at operating temperature after 12 hour:  $\leq 0.5\%$
- vi) Compressive strength at  $23^{\circ}\text{C}$ :  $\geq 110 \text{ N/mm}^2$
- vii) Flexural strength at  $23^{\circ}\text{C}$ :  $\geq 30 \text{ N/mm}^2$
- viii) Electric Strength:  $\geq 2.8 \text{ KV/mm}$

### A. Qualification Criteria:

The parties meeting the below mentioned experience, Manufacturing & Testing Facilities Requirement and Technical Requirement shall be considered for further development of vendor for Supply of Insulation Plate.

#### 1. Experience Requirement:

- a- The vendor should have the experience of manufacturing, testing & supply of "Insulation Plate" for Thermal power plant application. The vendor to confirm.



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**Due Date: 03.01.2022**



### **Expression of Interest (EOI) for Insulation Plate**

b-The vendor should have the experience of satisfactory operation of supplied " Insulation Plate " (referred at point 1(a) above) for at least one Steam turbine unit, for **minimum one year** as on date of issuance of EOI. The vendor to confirm.

In support of above points (a & b) the vendor to submit the following:

i- Details of their past supplies of Insulation Plate in the experience list format as per table-1 given below:

**Table-1**

**Experience list format**

Sl. No.		<b>Thermal Power Plant (To be filled by vendor)</b>
1.	Name of the project and its Location	
2.	Client name and its address, Fax no. & Tel. No.	
3.	Name and designation of the responsible person in client's organization & e-mail address	
4.	Contract (P.O.) No. & Date	
5.	Name plate rating in MW of unit	
6.	Date of supply	
7.	Date of Commencement of operation of Insulation Plate in system	
8.	Manufactured by	
9.	Insulation Plate Material	
10.	Water Absorption (as per ISO 62)	
11.	Operating Temperature	
12.	Coefficient of Linear Thermal expansion	
13.	Thermal Conductivity	
14.	Shrinkage at operating temperature after 12 hour	
15.	Compressive strength at 23°C	
16.	Flexural strength at 23°C	
17.	Electric Strength	
18.	Arc Resistance	
19.	Application	

ii- Drawing & Datasheet of supplied Insulation Plate;

iii- Either of the following for supplied Insulation Plate:

a- Copy of Purchase orders, Test reports of the project and Commissioning protocols (if available). The Purchase order (P.O.) shall not be prior to 01.01.2014; **OR**

b- Certificates of satisfactory operation from their client / End user. The date of issue of experience certificate from their client / End user shall not be prior to 01.01.2014.





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Due Date: 03.01.2022



## Expression of Interest (EOI) for Insulation Plate

### 2. Manufacturing & Testing Facilities Requirement:

- a. Vendor to confirm that they have in-house machining facilities to manufacture the Insulation Plate.
- b. Vendor to confirm that they have all the in-house facilities for testing of this item. If the vendor intends to outsource any testing activity, particulars of the same along with details of the laboratory to be furnished to BHEL.

### 3. Technical Requirement:

The vendor should be capable of manufacturing, testing & supply of "Insulation Plate" for Steam turbine application with technical parameters listed at point i to ix below: The vendor to confirm.

- i) Material: DOTHERM 700 / FRATHERNIT H91 OR equivalent
- ii) Water Absorption (as per ISO 62):  $\leq 15\%$
- iii) Operating Temperature:  $\geq 700^{\circ}\text{C}$
- iv) Coefficient of Linear Thermal expansion:  $\leq 13 \times 10^{-6} \text{ K}^{-1}$
- v) Thermal Conductivity:  $\leq 0.37 \text{ W/mK}$
- vi) Shrinkage at operating temperature after 12 hour:  $\leq 0.5\%$
- vii) Compressive strength at  $23^{\circ}\text{C}$ :  $\geq 110 \text{ N/mm}^2$
- viii) Flexural strength at  $23^{\circ}\text{C}$ :  $\geq 30 \text{ N/mm}^2$
- ix) Electric Strength:  $\geq 2.8 \text{ KV/mm}$

### B. Selection of Supplier/ Manufacturer / Company:

Based on the information provided under this EOI, the prospective Supplier/ Manufacturer / Company shall be technically shortlisted. The short listed Supplier/ Manufacturer / Company will further be evaluated on based on their credentials.

Pre-bid clarification meeting can be held with the short listed parties regarding deliverables and physical checking of facilities at vendor works.



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**Due Date: 03.01.2022**



## **Expression of Interest (EOI) for Plate Type Oil Filter**

Date: 24-09-2021

**Expression of Interest**  
**For**  
**Plate Type Oil Filter for**  
**Steam Turbine Governing System**

**EOI No.: BHEL / PLATE TYPE OIL FILTER / STE-TG / EOI / 24-09-2021**

**Document No. PLATE TYPE OIL FILTER -EOI-09-2021**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEAVY ELECTRICAL EQUIPMENT PLANT**  
**HARIDWAR-249403, INDIA**





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**Due Date: 03.01.2022**



## **Expression of Interest (EOI) for Plate Type Oil Filter**

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The purpose of this EOI is to provide interested parties with information that may be useful for development of experienced vendors for supply of Plate Type Oil Filter. This EOI is not an offer by BHEL to the prospective Applicant(s) or any other person. This EOI is neither intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment with any party or person. This is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EOI document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Agencies are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their interest are satisfied with the EOI Document in all respects.

The issue of this EOI does not imply that BHEL is bound to select and shortlist Applicant(s) for next stage or to enter into any agreement(s) with any Applicant(s). BHEL reserves all right to reject any applications submitted in response to this EOI document at any stage without assigning any reasons thereof. BHEL also reserves the right to withhold or withdraw the process at any stage. Neither BHEL nor its employees and associates will have any liability any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document or any matter deemed to form part of this EOI document, the information and any other information supplied by or on behalf of BHEL. BHEL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance/use of any statements/information contained in this EOI by the Applicant. BHEL is not making any representation or warranty, express or implied, as to the accuracy or completeness of any information/statements made in this EOI.

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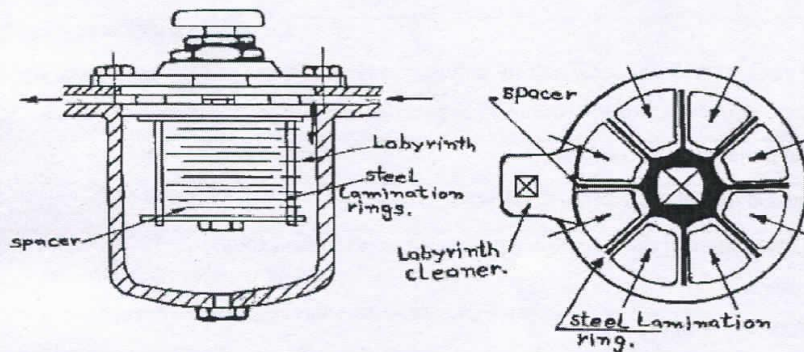
## Expression of Interest (EOI) for Plate Type Oil Filter

### Item Description

(a)- Plate Type Filters are used to clean the control oil supplied to the Governing system of Steam Turbines. It shall be possible to clean the filtering area without interrupting the flow through it.

(b)- Construction: The filter casing is compact with integral cast flanges. Filter package is fitted in filter casing. A filter package is assembled as follows:

Many steel lamination rings are mounted on a bolt in the center. These rings have sector shaped holes. Each lamination ring is separated by a spacer. Spacer has radial fins like a star. The thickness of the spacer denotes the mesh size. These laminations are pressed tightly on a spindle which can be rotated even during operation. (Refer Figure)



The oil to be filtered enters from outside and passes through the clearance between laminations. Impurities deposit on the edges. The filtered oil flow through the sector shaped holes of the laminations to the upper part of the filter pack and subsequently to the system.

A tight fitted labyrinth construction is provided with its edges touching the clearance. By rotating the lamination package, it removes the deposited impurities at the edges. Thus the impurities collected at the edges falls at bottom by rotation of filter packages and are drained out periodically. Flow through the filter is also not interrupted during turning of filter packages.

### A. Qualification Criteria:

The parties meeting the below mentioned experience, Manufacturing & Testing Facilities Requirement and Technical Requirement shall be considered for further development of vendor for Supply of Plate Type Oil Filter.





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Due Date: 03.01.2022



### Expression of Interest (EOI) for Plate Type Oil Filter

#### 1. Experience Requirement:

- a- The vendor should have the experience of manufacturing, testing & supply of "Plate Type Oil Filter" for Steam turbine application. The vendor to confirm.
- b- The vendor should have the experience of satisfactory operation of "Plate Type Oil Filter" for at least one Steam turbine unit, for **minimum one year** as on date of issuance of EOI. The vendor to confirm.

In support of above points (a & b) the vendor to submit the following:

- i- Details of their past supplies of Plate Type Oil Filter in the experience list format as per table-1 given below:

**Table-1**

**Experience list format**

Sl. No.		Steam Turbine unit 1 (To be filled by the vendor)
1.	Name of the project and its Location	
2.	Client name and its address, Fax no. & Tel. No.	
3.	Name and designation of the responsible person in client's organization & e-mail address	
4.	Contract (P.O.) No. & Date	
5.	Name plate rating in MW of unit	
6.	Actual date of supply	
7.	Date of Commencement of operation of Plate Type Oil Filter	
8.	Whether item is in successful operation for a minimum period of 1 year as on date of issuance of EOI	
9.	Manufactured by	
10.	Application	
11.	Oil Flow	
12.	Mesh Size (in mm)	
13.	Working Pressure	
14.	Working Temperature	
15.	Fluid to be filtered	
16.	Pressure drop across filter	

ii- Drawing & Datasheet of supplied Plate Type Oil Filter;





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### Expression of Interest (EOI) for Plate Type Oil Filter

iii- Either of the following for supplied Plate Type Oil Filter:

- a- Copy of Purchase orders, Test reports of the project and Commissioning protocols (if available). The Purchase order (P.O.) shall not be prior to 01.01.2014; **OR**
- b- Certificates of satisfactory operation from their client / End user. The date of issue of experience certificate from their client / End user shall not be prior to 01.01.2014.

**2. Manufacturing & Testing Facilities Requirement:**

- a. Vendor to confirm that they have in-house machining facilities to manufacture the Plate Type Oil Filter.
- b. Vendor to confirm that they have all the in-house facilities for testing of this item. If the vendor intends to outsource any testing activity, particulars of the same along with details of the laboratory to be furnished to BHEL.

**3. Technical Requirement:**

The vendor should be capable of manufacturing, testing & supply of "Plate Type Oil Filter" for Steam turbine application with technical parameters listed at point i to vi below: The vendor to confirm.

- i- Oil Flow: **6.3 to 45 m<sup>3</sup>/hr**
- ii- Mesh Size: **0.05 to 0.2 mm**
- iii- Working Temp.: **45°C to 65°C**
- iv- Working Pressure: **16 bar**
- v- Fluid to be filtered: **Turbine Oil as per ISO VG46**
- vi- Pressure drop across filter: **≤ 0.2 bar**

**B- Selection of Supplier/ Manufacturer / Company:**

Based on the information provided under this EOI, the prospective Supplier/ Manufacturer / Company shall be technically shortlisted. The short listed Supplier/ Manufacturer / Company will further be evaluated based on their credentials.

Pre-bid clarification meeting can be held with the short listed parties regarding deliverables and physical checking of facilities at vendor works.

## ANNEXURE - 2

### ANNEXURE (NON DISCLOSURE AGREEMENT)

#### 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) The purpose of entering in to NDA is that 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 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 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

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. 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

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. 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.

14. 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 Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

15. 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.

16. 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**)



17. 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:

**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 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.

Tel.  
Fax  
Address.

For Bharat Heavy Electricals Ltd.  
Mr.  
Tel. 01334  
Fax 01334  
Address. Main Administration Building  
BHEL, HEEL, Haridwar  
India

Mr.  
Tel. 01334  
Fax 01334  
Address. Main Administration Building  
BHEL, HEEL, Haridwar  
India