

Government eProcurement System

Tender Details

Date: 14-Nov-2024 04:29 PM



Basic Details			
Organisation Chain	Bharat Heavy Electricals Lim	ited HEEP-Haridwar Turbine	
Tender Reference Number	T/T206/24/1677Q/1/Solenoid Valve		
Tender ID	2024_BHEL_41898_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Buy
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	Yes
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Deta	ils, No. Of Covers - 2		
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Document along with PQR documents
		.pdf	Supporting documents of PQR
2	Finance	.xls	Price Bid in BoQ format

Tender Fee Det	tails, [To	tal Fee in ₹ * - 0.	00]	EMD Fee Details	<u> </u>		
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00	EMD Exemption	No
Fee Payable To	Nil	Fee Payable At	Nil			Allowed	
Tender Fee	No			EMD Fee Type	fixed	EMD Percentage	NA
Exemption				EMD Payable To	Nil	EMD Payable At	Nil
Allowed							

Click to view modification history

Fore	Foreign Currency BOQ Details			
S.No	Currency	Conversion rate in ₹		
1	US Dollar	NA		
2	European Euro	NA		
3	Japanese Yen	NA		

Work /Item(s)			
Title	T/T206/24/1677Q/1/Solenoid Valve		
Work Description	refer attached documents		
Pre Qualification Details	as per attachment		
Independent External Monitor/Remarks	not applicable		
Show Tender Value in Public Domain	No		

Teffder Väture in ₹	1,75,000	Product Category	Electronic Components And Devices	Sub category	actuator valves
Contract/Type To	Tender	Bid Validity(Days)	90	Period Of Work(Days)	30
Location	BHEL HEEP Haridwar	Pincode	249403	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	HEEP Haridwar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	14-Nov-2024 04:40 PM	Bid Opening Date	06-Dec-2024 02:00 PM
Document Download / Sale Start Date	14-Nov-2024 04:45 PM	Document Download / Sale End Date	06-Dec-2024 01:00 PM
Clarification Start Date	14-Nov-2024 05:00 PM	Clarification End Date	06-Dec-2024 12:00 PM
Bid Submission Start Date	14-Nov-2024 05:05 PM	Bid Submission End Date	06-Dec-2024 01:00 PM

NIT Document	SNO	Document Name		Description		Document Size (in KB)
	1	Tendernotice_1.pdf		Tender Doucme	ent	13998.50
	S.No	Document Type	Documen	t Name	Description	Document Size (in KB)
Work Item Documents		Document Type Tender Documents	Documen NICDocume		Description tender documents including technical and PQR	Size (in KB)

Bid Ope	eners List		
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	kaushal@bhel.in	KAUSHAL MEENA	Kaushal Meena
2.	ikranjan@bhel.in	Indrajeet Kumar Ranjan	INDRAJEET KUMAR RANJAN
3.	tuhindey@bhel.in	TUHIN KANTI DEY	TUHIN KANTI DEY
4.	su-pal@bhel.in	SURENDRA PAL	SURENDRA PAL

GeMARPTS Details	
GeMARPTS ID	R3UD526XXAAA
Description	SOLENOID VALVE FOR STEAM TURBINE GOVERNING SYSTEM
Report Initiated On	20-Sep-2024
Valid Until	20-Oct-2024

Tender Properties	<u>s</u>		
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

बीएच ईएल TIA Videstaking		
S.No Undertaking to Order CCTS	Tender complying with Order	Reason for non compliance of Order
1 PPP-MII Order 2017	Agree	
2 MSEs Order 2012	Agree	

Tender Inviting Au	thority
Name	Kaushal Meena
Address	BHEL HEEP Haridwar

Tender Creator De	<u>tails</u>
Created By	KAUSHAL MEENA
Designation	SR.ENGR
Created Date	14-Nov-2024 03:19 PM



BHARAT HEAVY ELECTRICALS LIMITED HEEP HARIDWAR INDIA-PIN 249403 PHONE NO: 0091 1334 281143

M/s

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / NIC/ 2024-2025

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 Solenoid Valve.

Note: The Offer shall be submitted on the NIC E-Procurement portal only. SPECIAL INSTRUCTIONS OF ENQUIRY-

1. Liquidated Damages (LD) 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 mention anything about LD 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.

2. Quality Requirement:

- (a) FOR M/S IMI NORGREN HERION: VENDOR BE ASKED TO CONFIRM FOR PROVIDING CERTIFICATE OF COMPLIANCE
- (b) FOR OTHER VENDORS:
 - i VENDOR BE ASKED TO SUBMIT QUALITY PLAN FOR BHEL APPROVAL
 - ii VENDOR BE ASKED TO CONFIRM THAT INSPECTION SHALL BE DONE BY BHEL NOMINATED INSPECTION AGENCY M/S INTERTEK AS PER BHEL APPROVED QUALITY PLAN.
- 3. As per Make in India circular dt 04.06.2020, Purchase preference to class I supplier shall be given as per clause 3A (c).
- 4. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement (**Annexure-PQR**) for all enquiry items. Noncompliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
- 5. Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement.
- 6. The evaluation currency for this tender shall be INR.
- 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. The quotation shall be valid for a minimum period of 90 days, effective from the date of tender opening.
- 9. 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), Version May2024, Rev: 07.
- 10. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:
- (a) Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per table mentioned under the clause 8Payment Terms9 in GISTC.
- (b) The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.
- 11. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
- 12. The total quantity may undergo change at the time of ordering.
- 13. Test certificate and Guarantee certificate to be provided by vendor as per specification.
- 14. Vendor Contract clause regarding GST ITC and provision for E-Invoices w.e.f. 01.10.2020
- (i) W.e.f. 01.08.2023, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 5 Crs. in any preceding financial year from 2017-18 onwards.
- (ii) 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.
- (iii) 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.
- 16. **RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017 (**ALL PROVISIONS SHALL BE APPLICABLE AS PER LATEST ORDER No. F.7/10/2021-PPD (1) dated 23.02.2023 OF DEPARTMENT OF EXPENDITURE (DOE)(ORDER COPY IS AVAILABLE AT https://doe.gov.in/procurement-policydivisions).
 - I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and nonconsultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country;

or

- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid
- VII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution
- 17. 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 / suppler 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.
- 18. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version May-2024, Rev: 07).** Please visit our site https://hwr.bhel.com/bhelweb/Home.jsp 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.

19. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of <Hold= or

- <Banning= a supplier/ contractor or a bidder and shall be as per <Guidelines for Suspension of Business Dealings with Suppliers/ Contractors= available at BHEL9s website https://www.bhel.com/guidelines-suspension-businessdealings-Suppliers contractors
- 20. The offers of the bidders who are under hold/suspension/debarred as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
 - 1.1 Integrity commitment, performance of the contract and punitive action thereof:
 - 1.2 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - 1.3 Commitment by Bidder/ Supplier/ Contractor:
 - 1.3.1 The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 1.3.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 1.3.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

- 21. **Conflict of Interest:** <A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
 - c) they have the same legal representative/agent for purposes of this bid; or

- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business."

Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners i. from due s available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, et c., will be applied as per provisions of the contract.

<u>Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (NDA) to get the drawings and specifications from BHEL.</u>

The tender documents can be downloaded from our web site https://hwr.bhel.com/bhel.com/bhel.com/bhel.co.in/nicgep/app/www.bhel.com/ 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 favor 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.

EMD is not applicable for this tender.

Vendors must also remit the <u>requisite EMD (Earnest Money Deposit) of Rs. /-</u> in the form of Banker9s cheque/Pay Order/ E-payment / Demand draft (drawn in favor of BHEL HARIDWAR)/Fixed deposit receipts/Bank Guarantee (in equivalent foreign exchange amount) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form/Insurance surety bonds. <u>If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected</u>. EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. EMD shall not carry any interest.

In case of pay order/demand draft, soft copy of transaction slip is to be uploaded along with Part 1 on portal while hard copy of the same shall be submitted to BHEL HEEP Haridwar. **For E-payment, the fund has to be credited to BHEL account before part-1 tender opening**.

<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 E0Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA	SWIFT NO: SBININBB225
RANIPUR BRANCH,	CC ACCOUNT NO :10667995458
OPP: BHEL MAIN GATE,	IFSC CODE: SBIN0000586
SECTOR05, RANIPUR,	
HARIDWAR,	
UTTRAKHAND, INDIA	
PIN CODE: 249403	

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 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.

Micro & Small Enterprises (MSEs) are exempted from submission of EMD and/or Tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**, **Version June-2021**, **Rev: 07** hoisted on our website https://hwr.bhel.com/bhelweb/Home.jsp in are to be submitted for availing exemption from submission of Tender Fees & EMDs.

A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Performance Security:

Performance Security is not applicable.

To ensure due performance of the contract, **Performance Bank Guarantee (PBG) or Security Deposit (SD)**, hereafter referred as **performance security** is to be obtained from the successful bidder awarded the contract.

Total amount of performance security shall be 5% of total PO value.

Performance security is to be furnished by 14 days after date of PO and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the bidder, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL).
- (v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. **The Performance Security shall not carry any interest.**

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. Pre-Qualifying Requirements/PQR as per Annexure (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, etc.)
- 3. Techno Commercial Bid/Offer
- 4. Techno-commercial terms and conditions as per Annexure (Techno-commercial terms and conditions).
- **5. Annexure** (Self-Certification Certificate (MII))
- **6. Annexure** (Certificate required as per order no F.No.6/18/2019-PPD of department of Expenditure (DoE))

Part II (Cover-2) - Containing the following

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

Salient	Details of Notice Inviting T	ender (NIT)
Sl. No.	Issue	Description
1	Item details	As per Annexure- Item details
2	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)
3	Due Date of Offer Submission	Date: 06.12.2024 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website for extension/modification/ corrigendum/ addenda/amendment etc. before submitting offer).
4	Opening of Tender (Techno-Commercial Bid, Part-1)	Date: 06.12.2024 Time: 14.00 Hrs Notes: 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.
5	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 https://www.bhel.com

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

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

<u>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.</u>

<u>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.</u>

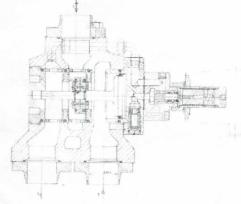
		Annexure-1		
	Pofn	Items Detail b:T/T206/24/1677Q/1		
SI No	Material Code	Description	Qty	Unit
1	W90312310021	SOLENOID VALVE 31231001004	3	no
2	W90311417027	SOLENOID VALVE	2	no
3	W90311417035	SOLENOID VALVE 31141701023	1	no
4	W90311417078	SOLENOID VALVE 31141701024	2	no
5	W90312310013	SOLENOID VALVE VAR 02 31231001002	1	no
6	W90312313047	4/2 WAY DIRECTIONAL SOLENOID VALVE DN6 ALONG WITH O-RINGS &FASTENERS 31231302203	3	no
7	W90311417019	SOLENOID VALVE 11141701002	1	no
8	W90311417051	SOLENOID VALVE 31141701008	1	no
9	W90311439020	SOLENOID VALVE 31143901002	6	no



(Applicable for Material Code: W90311417019)

Description

The referred solenoid valve is used in critical turbine trip application of 200MW or above rating steam turbines. Arrangement of solenoid valve and symbol diagram are as shown below:



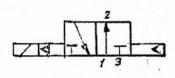


Fig-1 SCHEMATIC VIEW OF SOLENOID VALVE

Fig-2 SYMBOL DIAGRAM

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS													
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve during last 10 years from the date of issuance of enquiry, meeting the following minimum parameters (sl. no. a to g): Table-1													
	Para	meter			Acc	eptable	Range/I	Parameter						
k, i	a) V	Vorking Pr	essure		≥ 8	bar					YES/NO			
	b) V	Vorking M	edium		Turl	oine oil/	Mineral	Oil/Fire Resis	tant Fluid		TESTIVO			
	c) V	alve Type			3/2	way sol	enoid va	lve						
	d) V	d) Valve Size					≥ NB50							
	e) Operating time					≤140 milli seconds								
	f) F	low factor	(Kv) for ea	ch port	≥ 20	≥ 20 m3/Hr at dp 1 bar								
	g) R	ated Volta	age		24 \	24 VDC								
2	The supplied Solenoid valve (meeting requirement as per sl. no. 1) shall be in successful operation at-least at one steam turbine unit of rating 200MW or above for a period of minimum one year as on date of issuance of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2										Format			
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Operating time (ms)	Flow factor (Kv) for each port (m3/Hr)	Rated Voltage	Filled: YES/NO			





PQR NO. STE/TG/PQR/ST165/08 Rev.00 dt. 05.09.2024

	01	
3	The Vendor to also furnish the following supporting documents for executed purchase order against SI. No. 1 & 2, for BHEL review (in case of dealer/authorized agent, documentary evidence to be submitted from OEM). a) Copy of Purchase Order (unpriced) b) Drawing & datasheet of supplied Solenoid valve c) Customer/end user certificate that the supplied Solenoid valve is working satisfactory at least for one year. The customer/end user certificate should contain the following details: i. Name of supplier ii Purchase order no. & date iii. Name of power plant & name plate rating of steam Turbine unit (in MW) in which Solenoid valve is in operation iv. Performance status of Solenoid valve v. Date from which Solenoid valve is in use vi. Date of issuance of certificate For vendors who have supplied solenoid valve (as per SI. No1 & 2 above) earlier to BHEL, Haridwar may inform P.O. nos. only.	YES/NO
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test: a) Operating time test b) Body hydraulic test c) Flow capacity test d) Seat leakage test In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm.	YES/NO
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate. Or In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	YES/NO

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

d. All the documents and correspondences shall be accepted in English language only.

for point Mo. 1 Rated Voltage emp BATHTO (Alberta Invalors) Dy. Manager (CIE)

SUASSA CHANDRA)

AGM (STE-TG, TF & TS

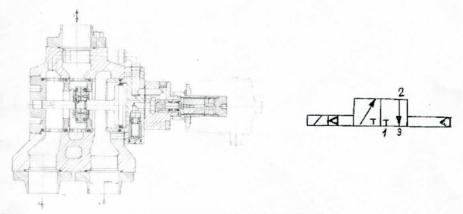
(Vivue Shouan)



(Applicable for Material Code: W90311417027)

Description

This is 3/2-way solenoid valve which is having its application in critical turbine governing/protection system application of 200MW or above rating steam turbines.



SCHEMATIC VIEW OF SOLENOID VALVE

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing /											
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve meeting following minimum technical parameters (sl. no. a to g): Table-1											
	Para	meter			Acc		Range/F	arameter				
	a) V	Vorking Pr	essure			bar					500	
v	b) W	Vorking M	edium		Tui	bine oil/	Mineral	Oil/Fire Resis	tant Fluid		YES/NO	
	c) V	alve Type			3/2	way sol	enoid va	lve				
	d) Valve Size					IB50						
	e) Operating time				≤1	≤160 milli seconds						
	f) Flow factor (Kv) for each port					≥ 20 m3/Hr at db 1bar						
	g) R	ated Volta	ige		24	24 VDC						
2	The Vendor must have experience of successfully executing 1 no. of purchase order for supply of solenoid valve (meeting the criteria as per Table-1 above) to OEM of steam turbine/operator of steam turbine power plant in last 8 years from the date of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2											
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Operating time (ms)	Flow factor (Kv) for each port (m3/Hr)	Rated Voltage	Format Filled: YES/NO	
:	01											





PQR NO. STE/TG/PQR/ST165/07 Rev.00 dt. 05.09.2024

Vendor has to submit below documentary evidence against experience details provided in Sr. No. 1	Documents				
	Enclosed:				
	YES/NO				
	YES/NO				
	YES/NO				
Note: In case of supply to BHEL Haridwar, only relevant PO Nos. may be provided against 4. A, B & C above.					
a) Operating time test					
b) Body hydraulic test	YES/NO				
c) Flow capacity test	125/140				
d) Seat leakage test					
In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm.					
Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	,				
Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.					
Or .					
In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt.					
	& C above. The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test: a) Operating time test b) Body hydraulic test c) Flow capacity test d) Seat leakage test In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm. Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate. Or In case of dealer/ authorized agent, valid authorization certificate to be submitted along with				

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- b. In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.
- d. All the documents and correspondences shall be accepted in English language only.

tor point No.1 Rated Voltage any
Statety (Ashuld Sorrador)

Dy. Manager (CIE)

Sr. DGM (CIE)

(SURECH CHANDRA)

Manager (STE-TG)

(SRuthern Mittal)

Various tows

DGM (STE-TG)

(Vishal Survastava)

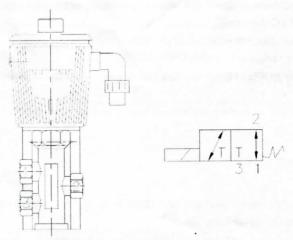
AGM (STE-TG, TF & TS)
(Viver Sharan)



(Applicable for Material Code: W90311417035)

Description

This is 3/2-way solenoid valve which is having its application in critical turbine governing/protection system application of 200MW or above rating steam turbines.



SCHEMATIC VIEW OF SOLENOID VALVE

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS											
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve meeting following minimum technical parameters (sl. no. a to e): Table-1											
	"Para	meter			Acceptab	le Range/Par	ameter		YES/NO			
	a) W	orking Pre	essure		0 To -1 ba	r Vacuum		The second state of the second	TES/NO			
	b) W	orking Me	edium		AIR							
	c) V	alve Type			3/2 Way 9	solenoid valve	9					
	d) V	alve Size			≥ NB12							
		ated Volta	•		24 VDC							
2	solene	e order for supply of turbine/Operator of to confirm & furnish										
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Rated Voltage	Format Filled: YES/NO			
	01	V 10										





PQR NO. STE/TG/PQR/ST165/05 Rev.00 dt. 05.09.2024

3	Vendor has to submit below documentary evidence against experience details provided in Sr. No. 1	Documents
	& 2 (in case of dealer/ authorized agent, documentary evidence to be submitted from OEM):	Enclosed:
	A. Unpriced Purchase Order copy)	YES/NO
	B. Dispatch documents/Acceptance Certificate for any one submitted PO	YES/NO
	C. Test certificates for any one submitted PO	YES/NO
	Note: In case of supply to BHEL Haridwar, only relevant PO Nos. may be provided against 4. A, B & C above.	
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test:	
	a) Operating time test	
	b) Body hydraulic test	YES/NO
	c) Flow capacity test	123/110
	d) Seat leakage test	
	In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm.	
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	
	Or	YES/NO
	In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	, 23/110

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- b. In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- c. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

d. All the documents and correspondences shall be accepted in English language only.

for point Mo-1 Rated Voltage only 3123 MT (Albert Savalor)

Dy. Manager (CIE)

Sr. DGM (CIE)
(SURESH CHANDAI)

Manager (STE-TG)

DGM (STE-TG)
(Vishal Srivas tava)

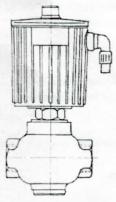
AGM (STE-TG, TF & TS)
(Viver Sharon)



(Applicable for Material Code: W90311417051)

Description

The referred solenoid valve is used in critical load shedding application of 200MW or above rating steam turbines. Arrangement of solenoid valve and symbol diagram are as shown below:



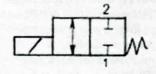


Fig-1 SCHEMATIC VIEW OF SOLENOID VALVE

Fig-2 SYMBOL DIAGRAM

Pre-Qualification Criteria

Sr.	PRE QUALIFICATION REQUIREMENTS The short thou are regular manufacturer/supplier of solenoid valves for governing /									VENDOR RESPONSE			
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve during last 10 years from the date of issuance of enquiry, meeting the following minimum parameters (sl. no. a to f): Table-1												
	Para	meter	1		Accepta	able Range/	Paramete			VIKE			
	a) W	orking Pre	essure		≥ 6 bar				The state of the s	YES/NO			
	b) W	orking Me	edium		Turbine	oil/Minera	Oil/Fire R	esistant Fluid					
	c) V	alve Type		C L	2/2 or 3	3/2 way sole	noid valve						
	d) V	alve Size	NAME OF TAXABLE		≥ NB15			THE WINES	A TARREST				
	e) 0	perating ti	ime		≤60 mi	≤60 milli seconds							
		ated Volta				24 VDC							
2	The supplied Solenoid valve (meeting requirement as per sl. no. 1) shall be in successful operation at-least at one steam turbine unit of rating 200MW or above for a period of minimum one year as on date of issuance of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2												
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Operating time (ms)	Rated Voltage	Format Filled: YES/NO			
	01								447 (348)				



Pre-Qualification Requirement for Solenoid Valve PQR NO. STE/TG/PQR/ST165/10 Rev.00 dt. 05.09.2024

3	The Vendor to also furnish the following supporting documents for executed purchase order against	
	Sl. No 1& 2, for BHEL review (in case of dealer/authorized agent, documentary evidence to be submitted from OEM).	
	a) Copy of Purchase Order (unpriced)	
	b) Drawing & datasheet of supplied Solenoid valve	
	c) Customer/end user certificate that the supplied Solenoid valve is working satisfactory at	
	least for one year. The customer/end user certificate should contain the following details:	
	i. Name of supplier	YES/NO
	ii Purchase order no. & date	
	iii. Name of power plant & name plate rating of steam Turbine unit (in MW) in which Solenoid	
	valve is in operation	
	iv. Performance status of Solenoid valve	
	v. Date from which Solenoid valve is in use vi. Date of issuance of certificate	
	For vendors who have supplied solenoid valve (as per Sl. No1 & 2 above) earlier to BHEL, Haridwar	
	may inform P.O. nos. only.	
	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the	
	following test:	
	a) Operating time test	
	b) Body hydraulic test	VEC /NO
	c) Flow capacity test	YES/NO
	d) Seat leakage test	
	In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL	
	accredited labs only. Vendor to confirm.	ALK .
	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	
	Or	YES/NO
	In case of dealer/ authorized agent, valid authorization certificate to be submitted along with	1 23/140
	Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt.	
	Authorized Certificate from the Principal.	

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- b. In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- c. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

d. All the documents and correspondences shall be accepted in English language only.

Dy. Manager (CIE) (Ashubb Carelon)

(SURJECT CHANDRA)

Manager (STE-TG)
(SRUPAM M:#1)

My W W W M

DGM (STE-TG)
(Vish Culstivus tava)

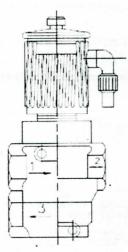
AGM (STETG, TF & TS)
(Viver Sharon)



(Applicable for Material Codes: W90311417078 & W90311439012)

Description

This is 3/2-way solenoid valve which is having its application in critical turbine governing/protection system application of 200MW or above rating steam turbines.



SCHEMATIC VIEW OF SOLENOID VALVE

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS							VENDOR RESPONSE				
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve meeting following minimum technical parameters (sl. no. a to e): Table-1											
	Para	meter				<u>÷</u> le Range/Par	ameter					
		Vorking Pre	essure		≥ 8 bar		7-1-4		YES/NO			
	b) W	Vorking Me	edium		Turbine o	il/Mineral Oi	/Fire Resistar	t Fluid	desired in			
	c) V	alve Type			3/2 way s	olenoid valve						
	d) V	alve Size			≥ NB25							
	e) Rated Voltage 24 VDC											
	steam	The Vendor must have experience of successfully executing 1 no. of purchase order for supply of solenoid valve (meeting the criteria as per Table-1 above) to OEM of steam turbine/Operator of steam turbine power plant in last 8 years from the date of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2										
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Rated Voltage	Format Filled: YES/NO			
	-		17.7									





PQR NO. STE/TG/PQR/ST165/04 Rev.00 dt. 05.09.2024

3	Vendor has to submit below documentary evidence against experience details provided in Sr. No. 1	Documents
	& 2 (in case of dealer/ authorized agent, documentary evidence to be submitted from OEM):	Enclosed:
	A. Unpriced Purchase Order copy)	YES/NO
	B. Dispatch documents/Acceptance Certificate for any one submitted PO	YES/NO
	C. Test certificates for any one submitted PO	YES/NO
	Note: In case of supply to BHEL Haridwar, only relevant PO Nos. may be provided against 4. A, B	
	& C above.	
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test:	
	a) Operating time test	
	b) Body hydraulic test .	YES/NO
	c) Flow capacity test	123/149
	d) Seat leakage test	
	In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL	and a
	accredited labs only. Vendor to confirm.	
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	
	Or	YES/NO
	In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	. 23/110

General Notes:

- Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

d. All the documents and correspondences shall be accepted in English language only.

Dy. Manager (CIE)

(SURESH CHANDRA)

DGM (STE-TG)

AGM (STE-TG, TF & TS)

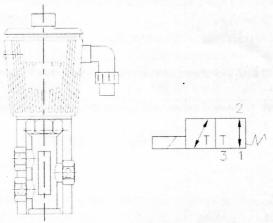
(Viver Shoven)



(Applicable for Material Codes: W90311439020)

Description

This is 3/2-way solenoid valve which is having its application in critical turbine governing/protection system application of 200MW or above rating steam turbines.



SCHEMATIC VIEW OF SOLENOID VALVE

Pre-Qualification Criteria

Sr. No.		PRE QUALIFICATION REQUIREMENTS							VENDOR RESPONSE		
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve meeting following minimum technical parameters (sl. no. a to e): Table-1										
	Para	meter			Acceptab	le Range/Par	ameter		VEC (110		
		orking Pre	essure		≥ 8 bar				YES/NO		
	b) W	orking Me	edium		Turbine o	il/Mineral Oi	/Fire Resistan	t Fluid	•		
	c) V	alve Type			3/2 Way s	solenoid valve	e				
	d) V	alve Size		THE STATE OF	≥ NB12						
	e) Rated Voltage 24 VDC										
	The Vendor must have experience of successfully executing 1 no. of purchase order for supply of solenoid valve (meeting the criteria as per Table-1 above) to OEM of steam turbine/Operator of steam turbine power plant in last 8 years from the date of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2										
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Rated Voltage	Format Filled: YES/NO		
7	01	\$\$ \$\$v\$	V								





Pre-Qualification Requirement for Solenoid Valve PQR NO. STE/TG/PQR/ST165/06 Rev.00 dt. 05.09.2024

3	Vendor has to submit below documentary evidence against experience details provided in Sr. No. 1	Documents					
	& 2 (in case of dealer/ authorized agent, documentary evidence to be submitted from OEM):	Enclosed:					
	A. Unpriced Purchase Order copy)	YES/NO					
	B. Dispatch documents/Acceptance Certificate for any one submitted PO	YES/NO					
	C. Test certificates for any one submitted PO	YES/NO					
	Note: In case of supply to BHEL Haridwar, only relevant PO Nos. may be provided against 4. A, B						
	& C above.						
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the						
	following test:						
	a) Operating time test						
	b) Body hydraulic test						
	c) Flow capacity test	YES/NO					
	d) Seat leakage test						
	In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL						
	accredited labs only. Vendor to confirm.						
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO						
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	Here a					
	Or .	YES/NO					
	In case of dealer/ authorized agent, valid authorization certificate to be submitted along with	. 25,					
	Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.						

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- c. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.
- d. All the documents and correspondences shall be accepted in English language only.

too point No. 1 Raled Village only

SIDJATUT (Alhwork Sonvadova)

Dy. Manager (CIE)

(SURESH CHAMPLE)

Manager (STE-TG)

(SRURAM MIHJ)

DGM (STE-TG)

(Yi 8hal 8uivaytava)

AGM (STE-TG, TF & TS)

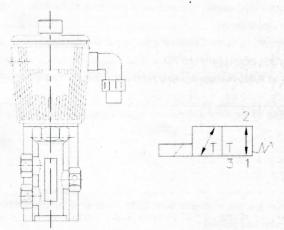
(Viver Shaven)



(Applicable for Material Codes: W90312310013)

Description

This is 3/2-way solenoid valve which is having its application in critical turbine governing/protection system application of 200MW or above rating steam turbines.



SCHEMATIC VIEW OF SOLENOID VALVE

Pre-Qualification Criteria

Sr. No.		PRE QUALIFICATION REQUIREMENTS							VENDOR RESPONSE			
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve meeting following minimum technical parameters (sl. no. a to e): Table-1											
	Para	ameter			Acceptab	le Range/Par	rameter		YES/NO			
	a) V	Vorking Pre	essure		≥ 8 bar				TES/NO			
	b) V	Vorking Me	edium		Turbine o	il/Mineral Oi	I/Fire Resistan	t Fluid				
	c) V	alve Type			3/2 Way 5	Solenoid Dire	ction Valve	and the second of				
	d) V	alve Size			≥ NB12							
	e) R	ated Volta	ge		220 VDC							
2	The Vendor must have experience of successfully executing 1 no. of purchase order for supply of solenoid valve (meeting the criteria as per Table-1 above) to OEM of steam turbine/operator of steam turbine power plant in last 8 years from the date of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2											
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Working Pressure (bar)	Working medium	Valve Type	Valve size (NB)	Rated Voltage	Format Filled: YES/NO			
	01	37 AV.										



Pre-Qualification Requirement for Solenoid Valve PQR NO. STE/TG/PQR/ST165/03 Rev.01 dt. 05.09 2024

3	Vendor has to submit below documentary evidence against experience details provided in Sr. No. 1	Documents
	& 2 (in case of dealer/ authorized agent, documentary evidence to be submitted from OEM):	Enclosed:
	A. Unpriced Purchase Order copy)	YES/NO
	B. Dispatch documents/Acceptance Certificate for any one submitted PO	YES/NO
	C. Test certificates for any one submitted PO	YES/NO
	Note: In case of supply to BHEL Haridwar, only relevant PO Nos. may be provided against 4. A, B	
	& Cabove.	
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the	
	following test:	
	a) Operating time test	
	b) Body hydraulic test	YES/NO
	c) Flow capacity test	
	d) Seat leakage test	
	In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL	
	accredited labs only. Vendor to confirm.	
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	3.50
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	F 100 17
	Or	YES/NO
	In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	

General Notes:

- Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.
- d. All the documents and correspondences shall be accepted in English language only.

for point No-1 Raled Voltage only

Habrim Ashulus Smill million)

Dy. Manager (CIE)

ST. DGM (CIE) 9/9/59. (SURESM UH ANDLA)

Manager (STE-TG)

(Shulen Mith)

DGM (STE-TG)

(Yi8had Survay fava)

AGM (STE-TG, TF & TS)

(Viver Shara)



(Applicable for Material Code: W90312310021)

Description

The referred solenoid valve is used in critical LP bypass valve trip application of 200MW or above rating steam turbines. Arrangement of solenoid valve and symbol diagram are as shown below:



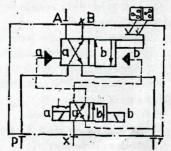


Fig-1 SCHEMATIC VIEW OF SOLENOID VALVE

Fig-2 SYMBOL DIAGRAM

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS								VENDOR RESPONSE		
1	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine thermal power plants and must have supplied solenoid valve during last 10 years from the date of issuance of enquiry, meeting the following minimum parameters (sl. no. a to g): Table-1										
	Para	meter			Acce	eptable Ra	nge/Para	meter			
	a) No	ominal pro	essure (pre	ssure line)	≥ 30	0 Kg/cm2			-earchal		YES/NO
	,b) W	orking pr	essure ran	ge	5.6	Bar Min.					
	c) W	orking me	edium			oine oil/Mi					
	d) Valve Type					Way (com	bination o	of 2 valve	s as per Fig-1)	
	e) Valve Size					nom25				A KARLSAL	
	f) Operating time					≤ 140 msec.					
WE	g) Rated Voltage 24 VDC The supplied Solenoid valve (meeting requirement as per sl. no. 1) shall be in successful operation										
	at-least at one steam turbine unit of rating 200MW or above for a period of minimum one year as on date of issuance of enquiry. The vendor to confirm & furnish details of supplied solenoid valve in following format: Table-2										
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of customer	Nominal pressure (pressure line) in bar	Working pressure range (bar)	Working medium	Valve Type	Valve size (NB)	Operating time (ms)	Rated Voltage	Format Filled: YES/NO
	• 01									10年	



Pre-Qualification Requirement for Solenoid Valve PQR NO. STE/TG/PQR/ST165/09 Rev.01 dt. 05.09 2024

	The state of the s	
3	The Vendor to also furnish the following supporting documents for executed purchase order against Sl. No 1& 2, for BHEL review (in case of dealer/authorized agent, documentary evidence to be submitted from OEM). a) Copy of Purchase Order (unpriced) b) Drawing & datasheet of supplied Solenoid valve c) Customer/end user certificate that the supplied Solenoid valve is working satisfactory at least for one year. The customer/end user certificate should contain the following details: i. Name of supplier ii Purchase order no. & date iii. Name of power plant & name plate rating of steam Turbine unit (in MW) in which Solenoid valve is in operation iv. Performance status of Solenoid valve v. Date from which Solenoid valve is in use vi. Date of issuance of certificate	YES/NO
	For vendors who have supplied solenoid valve (as per Sl. No1 & 2 above) earlier to BHEL, Haridwar may inform P.O. nos. only.	
4	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test: a) Operating time test b) Body hydraulic test c) Flow capacity test d) Seat leakage test In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm.	YES/NO
5	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	
	Or In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	YES/NO

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- c. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

All the documents and correspondences shall be accepted in English language only.

for point Hoil Ruled Vollage

अविक्रांष्ठिला ० ११२५

Dy. Manager (CIE) (ALHUTPLH SRIVATAYA)

AGM (STE-TG, TF & TS

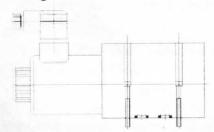
(Viver Sharon)



(Applicable for Material Code: W90312313047)

Description

The referred solenoid valve is used in critical LP bypass trip application of 200MW or above rating steam turbines. Arrangement of solenoid valve and symbol diagram are as shown below:



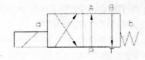


Fig-1 SCHEMATIC VIEW OF SOLENOID VALVE

Fig-2 SYMBOL DIAGRAM

Pre-Qualification Criteria

Sr. No.	PRE QUALIFICATION REQUIREMENTS								VENDOR RESPONSE
1	prote	ction syste g last 10	m of steam t	urbine ther	mal power pl	ants and must	t have supplied	s for governing / ed solenoid valve lowing minimum	
	Para	meter			Acceptable	Range/Parame	eter		YES/NO
	a) \	Working pr	ressure		≥ 10 bar				
		Working m			Turbine oil/	Mineral oil/Fir	e resistant flu	uid	
	1	Valve Type			4/2 way			The state of	Land Co
		Valve Size			NG6				
	1	Rated Volt	age		24 VDC				
	SI. No.	P.O. Number & Date	Name, Address, Email & Contact Details of	Working Pressure (bar)	Table-2 Working medium	Valve Type	Valve size (NB)	Rated Voltage	Format Filled: YES/NO
	01	N 101	customer					F-XIBASER	
	-	Page 1	A						
3					upporting do of dealer/aut			nase order against	



PQR NO. STE/TG/PQR/ST165/02 Rev.01 dt. 05.09 2024

	c) Customer/end user certificate that the supplied Solenoid valve is working satisfactory at least for one year. The customer/end user certificate should contain the following details:	
	i. Name of supplier ii Purchase order no. & date iii. Name of power plant & name plate rating of steam Turbine unit (in MW) in which Solenoid valve is in operation	
	iv. Performance status of Solenoid valve v. Date from which Solenoid valve is in use	
	vi. Date of issuance of certificate	
	For vendors who have supplied solenoid valve (as per Sl. No1 & 2 above) earlier to BHEL, Haridwar may inform P.O. nos. only.	
	The vendor (OEM or OEM of dealer/ authorized agent) should have facility for conducting the following test: a) Operating time test	
	b) Body hydraulic test	YES/NO
	c) Flow capacity test d) Seat leakage test In case, above test facilities are not available with OEM, tests shall be conducted from Govt. /NABL accredited labs only. Vendor to confirm.	
;	Vendor to submit proof of manufacturer by submitting any of following documents i.e., ISO	
	Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate.	
	Or In case of dealer/ authorized agent, valid authorization certificate to be submitted along with Proof of manufacturer i.e. ISO Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate from the Principal.	YES/NO

General Notes:

- a. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
- b. In case of dealer/authorized agent, details of their OEM to be provided for BHEL information.
- Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications in case the vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the qualification criteria (mentioned above) or if any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.

d. All the documents and correspondences shall be accepted in English language only.

too point No. 1 Raled Vollage only

Dy. Manager (CIE)

Sr. DGM (CIE)

(SURPLY LHANDLA)

(Vi8had Svivastana).

AGM (STE-TG, TF & TS)

(Viver Shouan)

ONE SIDED

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "**Agreement**") entered into on this day of June, 20.. (the "**Effective Date**")

By and Between

Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "BHEL" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

ABC, a Company incorporated under the laws of and having its registered office at (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for ________, for the purpose ofproducts in India ('the Purpose');
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THERFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

- **1. PURPOSE**: Purpose to ne mentioned here.
- **2. DISCLOSING PARTY**. means a Party that discloses the confidential information to the other party under this agreement.
- **3. RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.

4. Confidential Information

- Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
- It is clarified that Confidential Information shall include, but is not limited to, any (b) (i) trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
 - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
- (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
 - is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

- (4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.
- (d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

5. Disclosure

In consideration of the disclosure of Confidential Information by, the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or

- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or
- d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
- e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing of other data protection agreement

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- **(b)** The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

The Confidential Information shall be disclosed on an "**as is**" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. <u>No Further Business Arrangement</u>

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

10. <u>Term</u>

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. <u>Injunctive remedy</u>

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be ______ (the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

17. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications (a `Notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:
BHEL, then to,
Phone :

Fax :
E-mail:
ABC, then to,
(Name)
((10,110)
(Designation)
Phone :
Thorie .
Fax :
E-mai l :

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

Signature:
Name:
Designation:
Signature:
Name:
Designation:
_