

BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR 249403 (UK)

Fax: 01334-226462, Phone: 01334-281183 E-mail: tuhindey@bhel.in, deepakkumar1@bhel.in

Tender no: BHEL / VC / STE-TE / EOI / Valve Combination/001

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 of "VALVE COMBINATION"

Contact persons:

Mr. TUHIN KANTI DEY

Designation: Mgr. (PPX-T) Email: **tuhindey@bhel.in** Phone No: 01334-281183 Mr. Deepak Kumar

Designation: Mgr. (PPX - T) Email: **deepakkumar1@bhel.in** Phone No: 01334-281130

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.

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- Vendor is requested to go through online supplier registration portal https://supplier.bhel.in/. After filling the online registration form, vendors are requested to kindly send the copy of same along with offer within due date.
- **3.** Details of Manufacturing Facility
- 4. Company Profile.
- **5.** Financial report of the company.
- **6.** Past experience for supplying of same or similar items along with documentary proof.

Only Techno-Commercial Bid along with the documents mentioned above should be sent to our tender room and the envelope containing the offer shall be duly sealed and super scribed as "Techno-Commercial Bid for 'Manufacture & supply of "Valve Combination" against Tender No. BHEL / VC / STE-TE / EOI / Valve Combination/001, Due Date-03.04.2023, Submitted by (Name of company)".



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Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

THE HEAD OF MATERIAL MANAGEMENT, Heavy Electrical Equipment Plant, Sector-5 Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA.

- This notification shall be published on <u>www.hwr.bhel.com</u>, <u>www.bhel.com</u> & www.eprocurebhel.co.in
- Last date for downloading tender documents shall be 02.04.2023 till 1700 Hrs. (IST). Tenders will be received up to 13:45 Hrs. (IST) on 03.04.2023 to be considered and opened on the same day at 14:00 Hrs. (IST) in the Tender Room BHEL HEEP, Haridwar.
- 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.
- <u>Drawings & specification will be shared with vendor after receiving filled-in signed & stamped Non- Disclosure Agreement (Annexure-2).</u>
- Vendors submitting their bids through e-mail may be advised to have following clear subject line:
 - EOI/ Tender Enquiry Reference No.
 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) after 13:45 HRS (IST) on the day of bid opening. However, if no password is received up to 16:00 HRS (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.

 Offer for those vendors who falls under "Public Procurement (Preference to Make in India), Order, 2017 - Revision; Circular No. 06 of 2020-21 dated 8th of June 2020" issued by Govt. of India is only acceptable.

For any further details please log on to <u>www.hwr.bhel.com</u>, <u>www.bhel.com</u>& <u>www.eprocurebhel.co.in.</u>



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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 Valve Combination. 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.

Date: 06-03-2023

Expression of Interest

For

Manufacturing and Supply of Valve Combination for Steam Turbine Application

EOI No.: BHEL / VC / STE-TE / EOI / 06-03-2023

Document No. VC-EOI-03-2023

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



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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 Valve Combination. 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.

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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.



Description

Valve Combination is special type of combination solenoid valve (2/2 way) which is having its application in 250 / 270 MW Steam Turbines. It is key element in turbine start-up and shut down application of Hydraulic Turning Motor.

Qualification Criteria

The parties meeting the below mentioned technical criteria shall be considered for further development of vendor for Valve Combination for Steam Turbine sets as per the BHEL specification / Drawings / Technical delivery conditions.

Vendor to state its response as per Format below:

		PRE QUA	ALIFICATIO	ON REQUIRE	MENTS			VENDOR RESPONSE		
Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine for thermal power plants and supplied solenoid valves should meet following minimum technical parameters: Table 1										
Para	meter		Acceptabl	e Range/Par	ameter					
Ope	rating Press	ure	≥ 200 Bar					_		
Working Medium Valve Type		m	Turbine oil/Mineral Oil/Fire Resistant Fluid 2/2 Way				YES/NO			
Valve Size			≥DN16							
Swit	ching Time		≤200 ms							
Flow	Flow Rate ≥ 70 L/min @ ΔP of 1 Bar									
Rate	d Voltage		24 VDC							
Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate. Or In case of non-manufacturer, 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						
The Vendor must have experience of successfully executing 2 no. of purchase orders for supply of solenoid valves (meeting the criteria as per Table-1 above) to OEM/Operators of Steam Turbine Power Plant in last 10 years from the date of enquiry. In support of the above specified experience requirement, vendor has to furnish details of these purchase orders as per format below. Table-2 Table-2				Format Filled: YES/NO						
	Para Open Wor Valve Swite Flow Rate Vendo Certifi In case Proof Govt. The Vendo Steam Specif per fo	parameter Operating Press Working Medium Valve Type Valve Size Switching Time Flow Rate Rated Voltage Vendor to submit Certificate or Fact In case of non-ma Proof of manufact Govt. Authorized The Vendor must supply of solenoid Steam Turbine Po specified experien per format below SI. No. No. Number & Date	Vendor to confirm that they are reg governing / protection system of ste solenoid valves should meet following valves should meet following valves should meet following valves green working Medium Valve Type Valve Size Switching Time Flow Rate Rated Voltage Vendor to submit proof of manufact Certificate or Factory license or NSION In case of non-manufacturer, valid and Proof of manufacturer i.e. ISO Certificate Govt. Authorized Certificate from the The Vendor must have experience of supply of solenoid valves (meeting the Steam Turbine Power Plant in last 1 specified experience requirement, value per format below. SI. P.O. Number & Email & Contact Details of customer	Vendor to confirm that they are regular manual governing / protection system of steam turbins solenoid valves should meet following minimus. Tak Parameter Operating Pressure Valve Type Valve Type Valve Size Switching Time Flow Rate Rated Voltage Vendor to submit proof of manufacturer by succertificate or Factory license or NSIC Certificate In case of non-manufacturer, valid authorizating Proof of manufacturer i.e. ISO Certificate or Factory license of successf supply of solenoid valves (meeting the criterial Steam Turbine Power Plant in last 10 years from specified experience requirement, vendor has per format below. Tak SI. P.O. Name, Address, Email & Contact proper Property Proper	Vendor to confirm that they are regular manufacturer/sup governing / protection system of steam turbine for therms solenoid valves should meet following minimum technical Table-1 Parameter Acceptable Range/Par Operating Pressure ≥ 200 Bar Working Medium Turbine oil/Mineral Oi Valve Type 2/2 Way Valve Size ≥DN16 Switching Time ≤200 ms Flow Rate ≥ 70 L/min @ ΔP of 1 E Rated Voltage 24 VDC Vendor to submit proof of manufacturer by submitting and Certificate or Factory license or NSIC Certificate or any oth Or In case of non-manufacturer, valid authorization certificate Proof of manufacturer i.e. ISO Certificate or Factory license Govt. Authorized Certificate from the Principal. The Vendor must have experience of successfully executing supply of solenoid valves (meeting the criteria as per Table Steam Turbine Power Plant in last 10 years from the date of specified experience requirement, vendor has to furnish diper format below. Table-2 SI. P.O. Name, Address, Quantity as per promatory as p	governing / protection system of steam turbine for thermal power plas solenoid valves should meet following minimum technical parameter Table-1 Parameter Acceptable Range/Parameter Operating Pressure ≥ 200 Bar Working Medium Turbine oil/Mineral Oil/Fire Resist Valve Type 2/2 Way Valve Size ≥DN16 Switching Time ≤200 ms Flow Rate ≥ 70 L/min @ ΔP of 1 Bar Rated Voltage 24 VDC Vendor to submit proof of manufacturer by submitting any of following Certificate or Factory license or NSIC Certificate or any other Govt. Authorized of manufacturer, valid authorization certificate to be subproof of manufacturer i.e. ISO Certificate or Factory license or NSIC Govt. Authorized Certificate from the Principal. The Vendor must have experience of successfully executing 2 no. of property of solenoid valves (meeting the criteria as per Table-1 above) of Steam Turbine Power Plant in last 10 years from the date of enquiry. Specified experience requirement, vendor has to furnish details of the per format below. Table-2 SI. P.O. Name, Address, Email & Contact Details of customer P.O. Valve Type & Size Pressure	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves governing / protection system of steam turbine for thermal power plants and supsolenoid valves should meet following minimum technical parameters: Table-1 Parameter Acceptable Range/Parameter Operating Pressure ≥ 200 Bar Working Medium Turbine oil/Mineral Oil/Fire Resistant Fluid Valve Type 2/2 Way Valve Size ≥DN16 Switching Time ≤200 ms Flow Rate ≥ 70 L/min @ ΔP of 1 Bar Rated Voltage 24 VDC Vendor to submit proof of manufacturer by submitting any of following document Certificate or Factory license or NSIC Certificate or any other Govt. Authorized Certificate or Factory license or NSIC Certificate or Factory license or NSIC Certificate or Govt. Authorized Certificate from the Principal. The Vendor must have experience of successfully executing 2 no. of purchase ord supply of solenoid valves (meeting the criteria as per Table-1 above) to OEM/Ope Steam Turbine Power Plant in last 10 years from the date of enquiry. In support of specified experience requirement, vendor has to furnish details of these purchase per format below. Table-2 SI. P.O. Number & Details of customer P.O. Valve Type Operating Switching Time Operating Switching Time Operating Smitching Time Operat	Vendor to confirm that they are regular manufacturer/supplier of solenoid valves for governing / protection system of steam turbine for thermal power plants and supplied solenoid valves should meet following minimum technical parameters: Table-1 Parameter Acceptable Range/Parameter Operating Pressure ≥ 200 Bar Working Medium Turbine oil/Mineral Oil/Fire Resistant Fluid Valve Type 2/2 Way Valve Size ≥ DN16 Switching Time ≤ 200 ms Flow Rate ≥ 70 L/min @ ΔP of 1 Bar Rated Voltage 24 VDC 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 non-manufacturer, 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. The Vendor must have experience of successfully executing 2 no. of purchase orders for supply of solenoid valves (meeting the criteria as per Table-1 above) to OEM/Operators of Steam Turbine Power Plant in last 10 years from the date of enquiry. In support of the above specified experience requirement, vendor has to furnish details of these purchase orders as per format below. Table-2 Si. P.O. Name, Address, Quantity as per Valve Type Operating Switching Rated Voltage Voltage Pressure Time Voltage Voltage		



Expression of Interest (EOI) for Manufacturing & Supply of Valve Combination

4	Vendor has to submit below documentary evidence against experience details provided in Sr.	Documents	
	No. 3 (In case of dealer/non-manufacturer, documentary evidence to be submitted from		
	principal facility):		
	A. Unpriced Purchase Order Copies	YES/NO	
	B. Dispatch documents/Acceptance Certificate for the submitted PO	YES/NO	
	C. Test certificates for the submitted PO	YES/NO	
5	The vendor should have facility for conducting the following test:		
	a). Response Time Test		
b). Flow Capacity Test		YES/NO	
	c). Seat Leakage Test		
	In case, above test facilities are not available, tests shall be outsourced from Govt. accredited		
	labs only. Vendor to confirm.		

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 the basis of terms and conditions defined in the enquiry.

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

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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
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 sh	nall be the date of the last signature appearing herein.
IN WITNESS WHEREOF, each of the F	Parties has caused this Agreement, to be executed by its
duly authorized officer.	
Date :	
Signed for and on behalf of	Signed for and on behalf of
(Name of Vendor)	BHEL
By:	Ву:
Title:	Title:
Signature:	Signature:

EXHIBIT 1

to the
NON-DISCLOSURE AGREEMENT
between
(Name of Vendor)
and
BHARAT HEAVY ELECTRICALS LIMITED
dated:
The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:
-Description of Material or Services
(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 AGREEME	NT
between	
(Name of Ven	dor)
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)	For Bharat Heavy Electricals Ltd.
(Name of Person)	Mr.
Tel.	Tel. 01334
Fax	Fax 01334
Address.	Address. Main Administration Building
	BHEL, HEEP, Haridwar
	India
	Mr.
Tel.	Tel. 01334
Fax	Fax 01334
Address.	Address. Main Administration Building
	BHEL, HEEP, Haridwar
	India