

**SPECIAL INSTRUCTIONS OF THE ENQUIRY: -**

- a) All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR {ANNEXURE-PQR} for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
- b) ITEM DETAILS- As per **Annexure-Item Details**.
- c) Inspection shall be done by BHEL/BHEL nominated inspection agency TUV/QUEST AND CUSTOMER as per BHEL approved QP.
- d) VENDOR TO ACCEPT AND ENDORSE BHEL QP (NO: QA/CF/QP/329, REV 07) (refer **Annexure-QP**).
- e) Customer clearance shall be taken as per customer approved MQP.
- f) 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.
- g) Price bid shall be opened for customer approved vendors only.
- h) End of bars should be squared and sawed off properly.
- i) There should be proper stamping of cross section, Heat number, material grade, vendor code/vendor name on each bar at the pitch of one meter.
- j) Quantity tolerance should be (+/-10) %.
- k) EMD and Performance Security is not required to be submitted for this tender.
- l) In case of any query Please contact on following email ids: [su-pal@bhel.in](mailto:su-pal@bhel.in); [tuhindey@bhel.in](mailto:tuhindey@bhel.in); [amit.garg@bhel.in](mailto:amit.garg@bhel.in);
- m) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
- n) Payment terms shall be as per followings:

**For Non MSEs bidder:**

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

**For MSEs bidder:**

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

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 Medium Enterprises:**

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

**o) 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 dues 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, etc., will be applied as per provisions of the contract.

**p) 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; or
- 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. "

- q) Rest terms & conditions shall be as per General terms and conditions on GeM (latest version-applicable at the time of issuance of enquiry).

<b>ANNEXURE- (ITEM DETAILS)</b>				
<b>SI No</b>	<b>Item Descriptions</b>	<b>Quantity</b>	<b>Unit</b>	<b>Lot wise Quantity</b>
1	HW1060387174 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 46X30 DIM.: WXT GRADE: X22CRMOV 121	676	KG	LOT 1 : 676
2	HW1060387280 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 42X26 DIM.: WXT GRADE: X22CRMOV 121	2723	KG	LOT 1 : 2723

Item Description	Material Specification	Indent No	Date of issue of PQR
Heat resistant steel bars for turbine blades, Material Grade X22CrMoV121	HW10687, Rev 08	20222068	24.11.2022

**Technical Pre-Qualification Requirement:**

**1. Experience Requirement:**

- a. Vendor must have manufactured and supplied rectangular bars in material grade X22CrMoV121 (material no. 1.4923) of minimum 4000kg quantity for manufacturing of milled turbine blades in the last 7 years from enquiry issue date. Material supplied in hardened and tempered condition will only be considered for experience.

Experience details satisfying above requirement to be furnished in table below:

Sl. No	Material Grade	Purchase Order No. & Customer Details	Cross Section of bar	Quantity (kg)	Date of supply
1					
2					

- b. Following documents are to be submitted in support of experience in material grade X22CrMoV121
- Purchase order(s) copy for quantity satisfying 1a
  - Test certificate of above purchase order/s. Test certificates shall essentially cover details of size of bar, raw material details, heat treatment details, chemical and mechanical properties, UT reports. Test certificates shall be duly witnessed / certified by Third party inspection agency like Lloyds/TUV/BVQI/RITES etc. (TPI) / Customer of above referred purchase order.
- c. Vendor has to submit satisfactory operational performance feedback regarding successful manufacturing of turbine blades from their customer for past supplied rectangular bars of above material grade.

**OR**

Vendor to submit evidence that they are regular supplier of rectangular bars of above material grade to turbine blade manufacturer / OEM of steam turbine. Vendor to submit two or more unpriced purchase order copies having total order quantity of at least 4000kg from any single customer.

**2. Process Qualification Requirement:**

Vendor to submit process qualification test results duly certified by Customer / TPI for material grade X22CrMoV121 as per clause 9.0 of enquiry specification, along with test results of chemical composition, tensile properties (room temperature & hot tensile), impact test, UT, hardness, FATT and microstructure examination.

**OR**

**In case process qualification result as per above is not available,**

- Vendor has to carry out process qualification test for material grade X22CrMoV121 as per clause 9.0 of enquiry specification on the samples taken from their regular manufacturing lots.
- Test results covering chemical composition, tensile properties (room temperature & hot tensile), impact test, UT, hardness, FATT and microstructure are to be submitted along with the offer for review by BHEL. The report should contain details of size, heat number, heat treatment batch no. from which samples for process qualification are extracted and shall be duly identified by Customer / TPI. Process qualification tests are to be witnessed by TPI / Customer. Test certificates shall be duly certified by TPI/Customer.
- Process qualification will be required to be carried out as per BHEL enquiry specification, in case of purchase order placement. Vendor to note and confirm for compliance.

**3. Manufacturing and Testing Facilities:**

a. Vendor to confirm that they have in house rolling / forging and heat treatment facility to manufacture rectangular bars of enquiry dimensions. Details of in-house facilities for rolling/forging and heat treatment are to be submitted.

b. Vendor to furnish details of in-house steel melting and refining facilities to manufacture raw material for further rolling / forging for turbine blade flats.

In case, steel melting facility is not available in house, vendor to inform their source of raw material with their melting & refining facilities and past experience of enquiry material grade.

c. Details of testing facilities as per the requirement of enquiry specification are to be submitted with offer. In case of outsourcing of any test, vendor to agree to carry out testing at NABL / Govt. / any other lab accrediting agency like ILAC/APLAC etc. approved labs only.

**Note to Vendor:**

BHEL may ask additional clarification related to the above points & may also visit works of vendor to establish vendor's credentials.

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	BLADE BARS		QP NO.	QA/CF/QP/329						
				REV.	07							
		DRG. NO.	AS PER PO									
		BHEL SPEC.	HW10687									
	REV	AS PER PO			Page 1 of 2							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11

1.	MELTING & REFINING	CHEMICAL COMPOSITION	MAJOR	SPECTRO ANALYSIS	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	V		DEGASSED STEEL SHALL BE USED
2.	HOT FORGING / ROLLING					AS PER VENDOR'S PRACTICE AND BHEL APPROVED MANUFACTURING PLAN		IR		P	-		
3.	HEAT TREATMENT INCLUDING HOMOGENISATION	TIME & TEMPERATURE	MAJOR	HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	√	P	V		BUNDLING NOT ALLOWED.SUITABLE GAPS BETWEEN TWO BARS ARE TO BE ENSURED DURING HEAT TREATMENT FOR UNIFORMITY OF PROPERTIES
4.	STRAIGHTENING & STRESS RELIEVING (IN CASE STRAIGHTENING IS REQD)	STRAIGHTNESS, TIME & TEMPERATURE	MAJOR	STARIGHTNESS , HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	√	P	V		
5.	HARDNESS TEST	HARDNESS	MAJOR	HARDNESS	10% *	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	*10% OF EACH TEST UNIT BUT AT LEAST ON 10 BARS OR ON EACH BAR IF TEST UNIT IS LESS THAN 10 BARS
6.	PROCESS QUALIFICATION  (QUALIFICATION TO BE WITNESSED BY TPIA ND DULY APPROVED BY BHEL, BEFORE START OF FURTHER MANUFACTURING.)	TENSILE & IMPACT (TRANSVERSE)  FATT  TENSILE TEST (LONGITUDINAL DIRECTION) AT 600°C  % AGE OF INTERGRANULAR FRACTURE  MAGNETIC PARTICLE TEST	MAJOR	MECHANICAL TEST    NDT	AS PER SPEC	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	<b>REFER NOTE 1</b>

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

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	BLADE BARS	QP NO.	QA/CF/QP/329							
				REV.	07							
		DRG. NO.	AS PER PO									
		BHEL SPEC.	HW10687									
		REV	AS PER PO	Page 2 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11

7.	MECHANICAL TESTING	TENSILE & IMPACT (LONGITUDINAL)	MAJOR	MECHANICAL TEST	ON BARS WITH MAX. & MIN HARDNESS PER HEAT PER HT BATCH	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
8.	METALLOGRAPHIC TESTING	MICROSTRUCTURE INCLUSION DELTA FERRITE CONTENT GRAIN SIZE	MAJOR	METALLOGRAPHIC	ON BARS WITH MAX. & MIN HARDNESS PER HEAT PER HT BATCH	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
9.	NDT	SURFACE DEFECTS INTERNAL DEFECTS	MAJOR	VISUAL UT	100% 100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		
10	MATERIAL IDENTITY TEST	CHEMISTRY	MAJOR	PMI	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
11	VISUAL & DIMENSIONAL CHECK	VISUAL & DIMENSION	MAJOR	VISUAL & MEASURE	10%	BHEL SPEC & PURCHASE ORDER	BHEL SPEC & PURCHASE ORDER	TC	√	P	W	-	
12	IDENTIFICATION MARKING & PAINTING PACKING	MARKING COLOUR CODE	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	TC	√	P	V		

**NOTE 1:-**

**NOT TO BE PERFORMED IN CASE EARLIER SUCCESSFUL PROCESS QUALIFICATION RESULTS FOR THREE PURCHASE ORDERS ARE AVAILABLE, WITH NO CHANGE IN AGREED MANUFACTURING PLAN (THIS IS AS PER CLAUSE NO 6.0 OF BHEL SOPEC HW10687). SAME TO BE VERIFIED BY INSPECTION AGENCY.**

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

# Annexure (Non-Disclosure Agreement)

## NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

\_\_\_\_\_ (Name of the Vendor),, having its registered offices in \_\_\_\_\_ (Address of Vendor), registered under the no. \_\_\_\_\_ of the Companies' register of \_\_\_\_\_ (Name of Place and Country), capital stock of \_\_\_\_\_ (Value), with a place of business in \_\_\_\_\_ (Name of Place and Country) (hereinafter referred to as " \_\_\_\_\_ (Name of Vendor)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

**Bharat Heavy Electricals Ltd** a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

### BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

### WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

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

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

**NOW, THEREFORE**, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor ) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the Disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. The Disclosing Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the Disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The Receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that it receives from the Disclosing Party shall:

- a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
- b) be only disclosed to and used by those persons within the Receiving Party's organization who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
- c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement.

5. Any Proprietary Information and copies thereof disclosed by the Disclosing Party to the other shall remain the property of the Disclosing Party and shall be immediately returned or destroyed by the Receiving Party upon request or upon expiry of this Agreement.

6. The Receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the Receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or
- d) it has been or is published without violation of this Agreement; or
- e) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the Disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the Disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by the Disclosing Party to the Receiving Party shall not be construed as granting to the Receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.
10. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the Receiving Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the Receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.
15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to \_\_\_\_\_ (**Name of Vendor**) shall be made at the following address:

**(Complete Address of Vendor)**

Attention: Mr. \_\_\_\_\_ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
Ranipur, Haridwar-249403 (Uttarakhand), India ]

Attention:

**(Name of the PPX Incharge)**

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

**(Name of Vendor)**

By:

Title:

Signature:

Signed for and on behalf of

BHEL

By:

Title:

Signature:

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

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

**EXHIBIT 1**

to the

NON-DISCLOSURE AGREEMENT

between

\_\_\_\_\_ **(Name of Vendor)** and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

\_\_\_\_\_

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services .....for which the Enquiry issued  
/ Purchase order to be placed

\_\_\_\_\_ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

**EXHIBIT 2**

to the  
NON-DISCLOSURE AGREEMENT  
between  
\_\_\_\_\_ **(Name of Vendor)** and  
Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**  
**(Name of Person)**

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building  
BHEL, HEEP, Haridwar  
India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building  
BHEL, HEEP, Haridwar  
India

**ANNEXURE: CERTIFICATE REQUIRED AS PER ORDER NO F.No.6182019-PPD UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017**

**ON COMPANY LETTER HEAD**

Date - .....

**CERTIFICATE REQUIRED AS PER ORDER NO F.No.6182019-PPD UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS) 2017**

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

Ref:  
Tender No. – .....

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

Authorized

**Self-certification**

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

.....

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

.....

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

.....

.....

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

Seal & Signature of Supplier