

SPECIAL INSTRUCTIONS OF THE ENQUIRY: -

1. 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.
2. ITEM DETAILS shall be as per **Annexure-Item Details**
3. VENDOR TO ACCEPT AND ENDORSE BHEL QP (QP NO: QA/CF/QP/ST076/01 REV 00) (refer Annexure-QP).
4. Inspection by BHEL/BHEL nominated inspection agency TUV/QUEST as per BHEL approved QP.
5. All the requirements of ordering specifications, documents and drawings shall be fulfilled by the vendor.
6. 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.
7. All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: su-pal@bhel.in, tuhindey@bhel.in , amit.garg@bhel.in ;
8. Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
9. Price bid shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL.
10. EMD and Performance Security is not required to be submitted for this tender.
11. 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.

12. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

13. Action for suspension will be dealt as per the incident management policy of GeM.

14. 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.

15. 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. "

16. Rest terms & conditions shall be as per General terms and conditions on GeM (Latest Version- applicable at the time of issuance of enquiry).

ANNEXURE (ITEM DETAILS)

SI No	Item Descriptions	Quantity	Unit	Lot wise Quantity
1	W95310101020 DRG: 11010102999 REV: 05 FORGING FOR H.P. SHAFT (ROUGH MACHINED) SPEC: HW19370 REV: 05	1	No.	Lot 1 - 1

Indent No.: 20223458
Material Code: W95310101020
Item: Forging for HP Rotor

Technical Pre-Qualification Requirement:

1. Minimum Experience Requirement:

Vendor must have successfully manufactured and supplied minimum 3 HP / IP rotor shafts for Steam turbines satisfying following requirements on enquiry issue date:

- i. Must have delivered rotors of weight ≥ 7.5 T with barrel diameter ≥ 600 mm and rotor length ≥ 3000 mm in material grade 30CrMoNiV511 / X12CrMoWVNbN10-1-1.
- ii. At least one rotor satisfying meeting the above weight and dimension requirements must have been supplied in last ten years as on date of enquiry

Note: Rotors supplied with heat treatment, rough machining, axial core trepanning, non-destructive testing, Heat stability test and residual stress measurement will only be considered for experience.

In support of above, the vendor has to furnish following details of at least 3 latest supplies in the format given below:

Sl. No	Purchase Order Number /Customer Details	Material Grade	Dimension: Diameter (max) & Length	Delivered weight	Date of supply

Vendor to submit test certificates of all above three mentioned rotors. Test certificates should cover chemical analysis including melting & refining details, Mechanical properties, NDT Test Results, Thermal Stability test results, Residual stress measurement, Dimensional Report clearly indicating maximum diameter and delivered forging weight.

2. Vendor must have Creep Rupture data for 10000 hrs satisfying SEW 555 or equivalent for rotor of material grade 30CrMoNiV511 at temperature 540°C or above.

In absence of creep rupture data, vendor may submit satisfactory performance certificate for successful running of HP/IP Rotor of material grade 30CrMoNiV511 for 100000 hours from Steam Turbine OEM for 200MW rating turbine or above

3. Manufacturing & Testing Facilities Requirement:

(a) Manufacturing Facility:

- i. Vendor must have following in-house manufacturing facilities for manufacturing Rotor Shaft as per enquiry drawing and specification (including cross referred standards)

- Forging,
- Vertical Heat treatment facility,

Outsourcing of above activities is not allowed.

- ii. Vendor to submit details of in-house steel melting and refining facility required for manufacturing enquiry item.

In case in-house facility is not available, vendor to inform their sub supplier for present enquiry with details of steel melting & refining facility. Vendor must have experience of supplying rotor forging using ingots from this sub supplier. Creep rupture data / performance certificate as per the requirement of point 2 above for rotor supplied using ingot from this sub supplier to be submitted.

- iii. Vendor to submit details of Axial Core trepanning and Machining facility available in house as per enquiry drawing and specification. In case of outsourcing of any of these activity (axial core trepanning / machining), vendor to inform their source with details of their facility and experience of their sub supplier. Vendor should have delivered rotor using manufacturing facility of this sub supplier. Supporting documents to be submitted.

(b) Testing Facility Requirement:

Vendor to submit details of testing facility available in house as per the requirement of enquiry drawing and specification (including all cross referred standards).

In case of outsourcing of any test, vendor to inform details of tests outsourced with details of their source.

3. Vendor to submit filled **Annexure 1** for in house manufacturing and testing facilities as per the requirement of enquiry drawing and specification. In case of outsourcing of any operation, details of operation, their sub supplier and details to be submitted.
4. Vendor to confirm that they will manufacture and supply Rotor forging as per BHEL enquiry drawing and specification with all cross referred documents referred therein.

Note to Vendor:

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

Vendor to submit details of manufacturing and testing facilities as per format below:

1) STEEL MELTING & REFINING FACILITIES:

Melting Furnaces details (Type, Capacity etc.)	
Refining facility details (Vacuum Degassing/ESR, etc. – Type and Capacity to be submitted)	
Maximum ingot size (Weight & dimension)	

2.) FORGING FACILITY:

Press capacity in kN	
Maximum Forging weight in MT	
Manipulator Capacity (maximum) for forging	

3) Heat Treatment Facilities

1. Vertical Heat treatment facility <ul style="list-style-type: none"> - Maximum diameter, length and weight of shaft which can be heat treated - Temperature monitoring facility as per BHEL specification requirement 	
2. Quenching type & medium	

4) Machining Facilities:

1. Facility for Axial Core Trepanning <ul style="list-style-type: none"> • Minimum & Maximum diameter of the core which can be trepanned • Maximum length of axial core that can be trepanned 	
2. Surface finish of axial bore (refer drawing requirement)	
3. Concentricity, Cylindricity and Parallility, refer drawing requirement	

5) Testing Facilities:

1. Chemical Testing	
2. Mechanical Testing (Tensile & Impact)	
3. Thermal Stability Facility (maximum temperature)	
4. NDT Facilities – UT, MPI, Boroscopic, Residual Stress Measurement	

6) Handling Facilities:


1. Crane capacity	
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Note: In case of outsourcing of any operation, vendor to submit details of their sub supplier

(Signature & Seal of Vendor)

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL					
BHEL	VENDOR'S NAME	ITEM	HP/ IP SHAFT FORGING (AS PER PO)		QP NO.	QA/CF/QP/ST076/01								
				REV	00									
		DRG. NO.	AS PER PO											
		SPEC.	HW19370											
		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	M	B	N	10	11


1.	MELTING	CHEMICAL COMPOSITION	CRITICAL	CHEMICAL	100%	VENDOR'S STD.	HW19370	TC		P	V		
2.	FORGING	FORGING STEPS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	TC		P	V		
3.	PRELIMINARY HT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	-DO-	-DO-	IR		P	V		
4.	MARKING OF CLOCKING SYMBOL		MAJOR		100%		HW19370			P	V		
5.	MACHINING FOR QUALITY HT	DIMENSIONS	MAJOR	MEASURE	100%	DRAWING	DRAWING	IR		P			
6.	INTERNAL UT	ULTRASONIC TEST	MAJOR	UT	100%	HW19370	HW19370	IR		P			
7.	QUALITY HEAT TREATMENT	TIME TEMP CONTROL	MAJOR	MEASURE	100%	HW19370	HW19370 BHEL APPROVED HT PROCEDURE	TC		P	V		
8.	RESIDUAL STRESS MEASUREMENT	RESIDUAL STRESS TESTING	MAJOR	RST	100%	HW19370	HW19370	TC		P	W*		*MONITOR / WITNESS
9.	UT	ULTRASONIC TEST	MAJOR	UT	100%	HW19370	HW19370	TC		P	W		
10.	SAMPLING FOR MECHANICAL TESTING		MAJOR		T1 & T2	BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	W		
11.	MECHANICAL TESTING	TENSILE / IMPACT TEST	MAJOR	MECHANICAL	100% T1 & T2	HW19370	HW19370	TC		P	W		
12.	TREPPANNING OF AXIAL CORE		MAJOR			BHEL DRWING & SPEC	BHEL DRWING & SPEC			P			
13.	AXIAL CORE TESTING	TENSILE / IMPACT TEST / FATT / MICROSTRUCTURE	MAJOR	MECHANICAL METALLOGRAPHIC	100%	HW19370	HW19370	TC		P	W		

		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	I B KUMAR BHEL			APPROVED BY

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	HP/ IP SHAFT FORGING (AS PER PO)		QP NO.	QA/CF/QP/ST076/01						
				REV	00							
		DRG. NO.	AS PER PO									
		SPEC.	HW19370									
	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

14.	FINISH MACHINING	VISUAL INSPECTION AND DIMENSIONS	MAJOR	VISUAL AND MEASUREMENT	100%	DRAWING	DRAWING	TC		P	W		
15.	HEAT STABILITY TEST	HEAT STABILITY	MAJOR	THERMAL STABILITY	100%	HW19370	HW19370	TC		P	W*		*MONITOR / WITNESS
16.	BOROSCOPIC & MPI OF AXIAL BORE	BOROSCOPIC & MAGNETIC PARTICLE TEST	MAJOR	BOROSCOPIC & MPI	100%	HW19370	HW19370	TC		P	W		
17.	PLUGGING OF AXIAL BORE WITH CORE SAMPLE INSIDE					BHEL DRWING & SPEC	BHEL DRWING & SPEC			P			
18.	MARKING PRESERVATION & PACKING	MARKING PRESERVATION & PACKING	MAJOR	VISUAL	100%	BHEL DRWING & SPEC	BHEL DRWING & SPEC			P	V		

NOTE-1 : TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.

		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	I B KUMAR BHEL			APPROVED BY

Annexure (Non-Disclosure Agreement)

1

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

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

AND

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

BACKGROUND

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

WHEREAS

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

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

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

NOW, THEREFORE, the Parties have agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

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

(Complete Address of Vendor)

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

Notices to BHEL shall be made at the following address:

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

Attention:

(Name of the PPX Incharge)

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

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

Date :

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL

By:

Title:

Signature:

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

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

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)** and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

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

-Description of Material or Servicesfor which the Enquiry issued
/ Purchase order to be placed

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

EXHIBIT 2

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

dated:

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

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

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building
BHEL, HEEP, Haridwar
India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building
BHEL, HEEP, Haridwar
India

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