

SPECIAL INSTRUCTIONS OF THE ENQUIRY: -

- a) Evaluation shall be done on individual item-wise basis. Item details are as per **Annexure-1**. All vendors to submit their offer in line with mentioned BHEL specification in Annexure-1 and relevant drawings/standards/specifications etc.
- b) All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR {**Annexure-2-PQR**}. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. Price bids shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL (both engineering & quality).
- c) Bidders to confirm Following Points Pertaining to Quality Requirements:

Sl no	Material Code	Quality requirements
1	W99311322016	1) VENDOR TO ACCEPT AND ENDORSE BHEL QP (NO. QA/CF/QP/406 REV02)(Annexure-4) 2) INSPECTION BY TPIA (LRQA/TUV/BV) FOR IMPORT AND BHEL TPIA (INTERTEK) FOR INDIGENOUS AS PER BHEL APPROVED QUALITY PLAN.
2	W99311320013	
3	W99311202029	
4	W90311321283	
5	W99311202045	
6	W99311223026	
7	W99311223018	
8	W90311320198	
9	W99311239011	

- d) Offers from Vendors which are presently under Hold, Delisted or Banned with BHEL HEEP Haridwar will not be considered.
- e) Offer of **M/s Sai Surface Coating Technologies, Plot No. 17/A, Phase-III, (Opp. Export Zone), Pashamylaram, Patancheru (Medak Dist., A.P.) India 502307** shall not be considered in this Bid.
- f) Credentials as per Annexure- sub vendor questionnaire format is to be submitted by bidders along with the offer for customer approval. Offers will not be considered if customer does not approve any bidder. Further, Bidder shall confirm any additional customer specific bidder approval requirements as per customer approval letter (if any) without any financial implication else their offer shall not be considered.
- g) 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.
- h) **All interested vendors must submit the endorsed NDA (Annexure-3-NDA) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: tuhindey@bhel.in ; deepakumar1@bhel.in.**
- i) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
- j) Vendors must also remit the requisite EMD (Earnest Money Deposit) as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered. BHEL HEEP Haridwar registered vendors with following vendor codes M23178, M72947 and R41500 shall be exempted from submitting EMD & have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- k) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 1.2. Commitment by Bidder/ Supplier/ Contractor:
- 1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

l) **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.

m) **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment 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.

Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website <https://www.bhel.com/guidelines-suspension-businessdealings-Suppliers contractors>

n) **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:

- i) they have controlling partner (s) in common; or
- ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- iii) they have the same legal representative/agent for purposes of this bid; or
- iv) 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
- v) 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

- vi) 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:
The principal manufacturer directly or through one Indian agent on his behalf; and
Indian/foreign agent on behalf of only one principal; or
 - vii) 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
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. "
 - o) Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).
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Annexure-1 (Item Details)

INDENT NO. 2022-3074				
SL. NO.	MATERIAL CODE	ITEM DESCRIPTION	QUANTITY	UNIT
1	W99311322016	DRG: 21132256008 01 REV: 00 BUSH FOR SPARES	4	pieces
2	W99311320013	DRG: 21132056006 03 REV: 00 BUSH FOR SPARES	2	pieces
3	W99311202029	DRG: 31120256005 01 REV: 00 GUIDE BUSH FOR SPARES	2	pieces
4	W90311321283	DRG: 21132130031 REV: 00 DIFFUSER	1	piece
5	W99311202045	DRG: 31120230005 VAR 03 REV: 00 GUIDE BUSH FOR SPARES	2	pieces
6	W99311223026	DRG: 31122330023 VAR 01 REV: 00 GUIDE BUSH FOR SPARES	2	piece
7	W99311223018	DRG: 31122356004 01 REV: 00 GUIDE BUSH FOR SPARES	2	pieces
8	W90311320198	DRG: 21132056006 VAR.02 REV: 00 BUSH	2	pieces
9	W99311239011	DRG: 21123956005 01 REV: 00 BUSH FOR SPARES	1	piece

Pre-Qualification Requirements for Diffuser

Clause 1-5 are mandatory requirements. Offer of vendors not meeting these requirements will not be considered.

1. Experience Requirement:

- 1.1. The Vendor must have experience of hard facing of Inconel 625 or Stellite 21/ Stellite 6 using arc welding (SMAW/GMAW/SAW/GTAW/PTAW) on any one of the following base material:
GX10CrMoVNb9-1, GX12CrMoWVNbN10-1-1, X22CrMoV12-1, X10CrMoVNb9-1,
X12CrMoWVNbN10-1-1, X19CrMoVNbN11-1, X13CrMoCoVNbNB9-2-1,
- 1.2. In support of this, vendor to furnish following experience details. The vendor to submit at least 3 purchase order executed in the last 7 years as on enquiry issue date. Vendor to submit experience details preferably in format given below:

Sl. No.	Material Grade	Qty.	PO No.	Name & Address of customer	Date of supply	Customer Phone No & Email

Vendor to furnish Following documents for any one of the PO from above experience list:

- 1.2.1. Unpriced PO, Test certificates, dispatch note/ Invoice etc.
- 1.2.2. The test certificates (TC's) shall be certified by customer / third party Inspection Agency and must contain following details:
- Base material complete test certificates as per casting specification
 - filler material and welding process
 - Hardness after hard facing.
 - Hard facing DP test result.
 - Dimensions Report.
 - Thickness of hard facing
 - Copy of WPS/PQR/WPQ for above experience

2. Technical Requirement:

- Vendor to submit all the relevant WPS, PQR & WPQ for hardfacing as per drawing (For BHEL enquiry item), duly approved by third party for BHEL review in case of PO placement before start of work. Vendor to confirm.
- Vendor to confirm that they will manufacture and supply enquiry items as per enquiry specification and drawing with all cross referred standards therein.

3. Raw Material Requirement:

- The vendor to confirm to procure the casting from BHEL approved sources. List of BHEL approved vendors is enclosed as **Annexure A**.
- Casting shall be procured from BHEL approved sources as per respective material specification satisfying complete manufacturing and testing requirement. Testing of casting must be carried out as per BHEL Quality plan at casting manufacturer works. BHEL / BHEL authorized third party agency clearance stamp shall be ensured by vendor to be maintained / transferred at suitable stage, as per Quality Plan. Vendor to agree and confirm.

4. Manufacturing Facilities:

- Following in-house manufacturing facility availability is mandatory for consideration for this enquiry:
 - Hard Facing (Arc welding: SMAW/GMAW/SAW/GTAW/PTAW)
 - Heat Treatment
 - Handling Facility


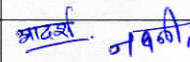
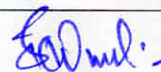




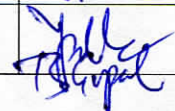
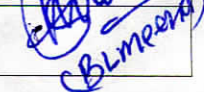
Details of above in-house facility to be submitted.

ii) Vendor to provide list of in house machines (with brief specification, achievable accuracies and surface finish) that will be used for machining the component. In case, vendor is offloading any machining operation then vendor to provide machining operation details and required machining facility details in the sub vendor works.

5. Testing Facilities:

Vendor to submit details of in house available testing facility as per the requirement of enquiry drawing and specification. **In case of outsourcing of any test**, vendor to agree to carry out testing at NABL / Government accredited labs only.

Note: Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.

		MTE	STE	TTX For point 4 (ii)	WTX For point 1,2, 4 (i) & 5
WORKED & CHECKED BY	SIGN				
	NAME	Ranjeet Kumar 21.01.2021	Adarsh K. Singh N. Nirala	DILIP KUMAR	Anshant Kumar Thakur
APPROVED BY	SIGN				
	NAME		R. Rawat		

PQR is applicable for		
Item	Material code	Indent no.
Diffuser	W90311321283	20202889, 20201584, 20202890

ANNEXURE -A

BHEL approved raw material source for Casting of specification HW19683

VOESTALPINE GIESSEREI TRAISEN
EMIRATES TECHNO CASTING FZE
INOSSMAN FONDERIE ACCIAIO MANI
THE JAPAN STEEL WORKS LTD
JAPAN CASTING AND FORGING
SCHMOLZ + BICKENBACH GUSS GMBH
STAHLGUSS SAAR GMBH
GOODWIN STEEL CASTINGS LTD
KOCEL STEEL FOUNDRY CO. LTD
PEEKAY STEEL CASTINGS PVT LTD
ISGEC HEAVY ENGINEERING LTD
LITOSTROJ STEEL LTD.
STAR WIRE (INDIA) LTD.
BHARAT HEAVY ELECTRICALS LTD.



Pre-Qualification Requirements for Bush/ Guide Bush

Clause 1-4 are mandatory requirements. Offer of vendors not meeting these requirements will not be considered.

1. Experience Requirement:

The Vendor must have following experience of thermal spray coating by high velocity oxyfuel process (HVOF) or Detonation gun process satisfying following requirements:

1.1.1. Coating materials:

1.1.1.1. $\text{Cr}_3\text{C}_2+\text{NiCr}$ (HS 75-25)

1.1.1.2. Ni-Cr-(Co, Fe, Mo)

1.1.2. Base materials: 21CrMov5-7, 21CrMoNiV4-7, X22CrMoV12—1, X10CrMoVNB9-1, X12CrMoWVNB10-1-1, X19CrMoVNB11-1

(Coating experience with coating materials mentioned at point 1.1.2 on any one of base materials mentioned at point 1.1.3 is required.)

1.2. In support of this, vendor to furnish following experience details. The vendor to submit at least 3 purchase orders executed in the last 7 years as on enquiry issue date. Vendor to submit experience details preferably in format given below:

Sl. No.	Material Grade	Qty.	PO No.	Name & Address of customer	Date of supply	Customer Phone No & Email

Vendor to furnish Following documents for any one of the PO from above experience list:

1.2.1. Unpriced PO, Test certificates, dispatch note/ Invoice etc.

1.2.2. The test certificates (TC's) shall be certified by customer / third party Inspection Agency and must contain following details:

- Base material.
- Coating Process and coating material
- Hardness after Coating.
- Coating DP test result.
- Dimensions Report.
- Thickness of Coating
- Bond strength of the Coating (Coating Process qualification)

2. Manufacturing Facilities:

a) Following in-house manufacturing facility availability is mandatory for consideration for this enquiry:

I. Thermal Spray Coating facility (High velocity oxyfuel process (HVOF) or Detonation gun process)

II. Heat treatment facility covering furnace size, maximum operating temperature, furnace calibration certificate (for Stress Relieving).

Details of above in house facility to be submitted.

b) Vendor to provide list of in house machines (with brief specification, achievable accuracies and surface finish) that will be used for machining the component. In case, vendor is offloading any machining operation then vendor to provide machining operation details and required machining facility details in the sub vendor works.

3. Technical Requirements:

a. The vendor to confirm to procure raw material (forging) from BHEL approved sources. List of BHEL approved vendors is enclosed as **Annexure 1**.

Forging shall be procured as per respective material specification satisfying complete manufacturing and testing requirement. Testing of forging shall be carried out as per BHEL quality plan at forging manufacturer works only. BHEL / BHEL authorized third party agency clearance stamp shall be ensured by vendor to be maintained / transferred suitably.

Vendor to agree and confirm.


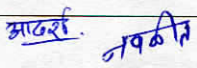
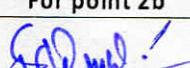
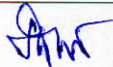

b. Vendor must confirm to supply enquiry items as per enquiry specification and drawing without any deviation.

Handwritten signature

4. Testing Facilities:

Vendor to submit details of in house available testing facility as per the requirement of enquiry drawing and specification. **In case of outsourcing of any test**, vendor to agree to carry out testing at NABL / Government accredited labs only.

Note: Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.

		MTE	STE	TTX For point 2b
WORKED & Checked by	SIGN			
	NAME	Ranjeet Kumar	Adarsh K Singh N. Nirala	DILIP kumar
APPROVED BY	SIGN			/
	NAME	G. K. Khosla	R. Rawat	

PQR is applicable for		
Item	Material code	Indent no.
Bush	W99311202045, W99311223026, W99311320013	20202889, 20201584, 20202890 , 20201747
Guide Bush	W99311322016, W90311223184, W90311239048	
	W90311320198, W90311322140, W90311202195	
	W99311223018, W99311202029	

ANNEXURE - 1

BHEL approved forgemaster for HW19390 are as follows:

MACKEIL ISPAT AND FORGINGS

GOOD LUCK ENGINEERING COMPANY

STARWIRE INDIA LTD.

CHW FORGE

R. D. FORGE

BHARAT HEAVY ELECTRICALS LIMITED

VIKRANT FORGE LIMITED

BAY FORGE LIMITED

FORGITAL ITALY S.P.A

Note: Raw material for forging (Billet / Bloom) to be procured by above forgemaster from any of the following BHEL approved source:

- CFFP, BHEL, Haridwar
- Mishra Dhatu Nigam Limited
- Saarloha Advance Materials
- STAR WIRE (INDIA) LTD.
- Arcvac Forgecast
- Mahindra Sanyo Special Steel
- SAIL
- BGH
- Voestalpine Bohler
- Metal Ravne



ANNEXURE-3

ANNEXURE (NON DISCLOSURE AGREEMENT)

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

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

AND

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

BACKGROUND

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

WHEREAS

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

B) The purpose of entering in to NDA is that during the ensuing discussions and negotiations, it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available,

by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .

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

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

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

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

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

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

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

5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.

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

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

- d) it has been or is published without violation of this Agreement; or
- e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
- f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.

8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.

9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

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

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.

12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

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

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

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

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

(Complete Address of Vendor)

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

Notices to BHEL shall be made at the following address:

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

Attention: _____ (**Name of the PPX Incharge**)

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

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

Date :

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of

BHEL

By:

Title:

Signature:

EXHIBIT 1

to the
NON-DISCLOSURE AGREEMENT

between
_____(Name of Vendor)

and
BHARAT HEAVY ELECTRICALS LIMITED

dated:

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

-Description of Material or 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, HEEL, Haridwar
India

Tel.
Fax
Address.


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

Annexure-4

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL			TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	BUSH / GUIDE BUSH (MANUFACTURED FROM FORGING)		QP NO.	QA/CF/QP/406							
				REV	02								
		DRG. NO.	AS PER PO										
		SPEC. & TDC	HW19390										
		REV	AS PER PO		Page 1 of 4								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
										M	B	N	
1	2	3		4	5	6	7	8	9	D	10		11


PART A (QUALITY PLAN FORGING) RAW MATERIAL (INGOTS AND FORGING) TO BE PROCURED FROM BHEL APPROVED VENDORS ONLY.

1.	MELTING & REFINING	CHEMICAL COMPOSITION	MAJOR	SPECTRO ANALYSIS	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	V		REFER NOTE-1
2.	FORGING	FORGING STEPS	MAJOR	VERIFY	PROCESS	AS PER VENDOR'S PRACTICE / BHEL APPROVED MANUFACTURING PLAN		IR		P	-		
3.	HEAT TREATMENT	TIME & TEMPERATURE	MAJOR	HT GRAPH	100%	BHEL SPEC / BHEL APPROVED MPP		TC	√	P	V		
4.	TEST PIECE IDENTIFICATION	STAMPING	MAJOR	VISUAL	As per BHEL SPEC	BHEL SPEC.	BHEL SPEC	TC	√	P	W		
5.	HARDNESS TEST	HARDNESS	MAJOR	HARDNESS	AS PER BHEL SPEC.	BHEL SPEC	BHEL SPEC	TC	√	P	W		
6.	PROCESS QUALIFICATION (CLAUSE NOT APPLICABLE IN CASE EARLIER SUCCESSFUL BHEL APPROVED PROCESS QUALIFICATION IS AVAILABLE, WITH NO CHANGE IN AGREED MANUFACTURING PLAN)	TENSILE & IMPACT AT ROOM TEMP. TENSILE TEST AT 600°C MICROSTURCTURE TEST UT AND VISUAL	MAJOR	MECHANICAL TEST MICROSTURCTURE TEST NDT	AS PER SPEC	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	-QUALIFICATION TO BE WITNESSED BY BHEL TPIA AND DULY APPROVED BY BHEL, BEFORE START OF FURTHER MANUFACTURING.
7.	MECHANICAL TESTING	TENSILE & IMPACT	MAJOR	MECHANICAL TEST	AS PER BHEL SPEC.	BHEL SPEC	BHEL SPEC	TC	√	P	W		
8.	NDT	SURFACE DEFECTS	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		
9.		INTERNAL DEFECTS	MAJOR	UT	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		

MANUFACTURER/SUBCONTRACTOR	 I.B.KUMAR DY.MGR, QAX, BHEL, HARIDWAR	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			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	BUSH / GUIDE BUSH (MANUFACTURED FROM FORGING)		QP NO.	QA/CF/QP/406						
				REV	02							
		DRG. NO.	AS PER PO									
		SPEC. & TDC	HW19390									
		REV	AS PER PO			Page 2 of 4						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

10.	DIMENSIONAL CHECK	DIMENSION	MAJOR	MEASURE	100%	BHEL SPEC & DRG	BHEL SPEC & DRG	TC	√	P	W	-	
11.	QUALITY DOCUMENTATION	TEST CERTIFICATES COMPLETENESS	MAJOR	VERIFY	100%	BHEL SPEC & DRAWING	BHEL SPEC & DRAWING	TCs		P	-		
PART B (QUALITY PLAN FOR COATING)													
12.	INCOMING MATERIAL VERIFICATION	VERIFICATION OF SUB VENDOR TCs	MAJOR	VERIFY	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	TCs	√	P	V		
13.	MACHINING BEFORE COATING	STRESS RELIEING AFTER ROUGH MACHINING (IF APPLICABLE)	MAJOR	HT	100%	BHEL DRAWING	BHEL DRAWING	TC	√	P	V		
14.		DIMENSION CHECK BEFORE COATING	MAJOR	MEASUREMENT	100%	BHEL DRAWING	BHEL DRAWING	TC	√	P	W		
15.	COATING	POWDER VERIFICATION	MAJOR	CHEMICAL ANALYSIS	100%	BHEL DRAWING & SPEC	BHEL DRAWING & SPEC	TC	√	P	V		

		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 DY.MGR, QAX, BHEL, HARIDWAR			APPROVED BY


MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	BUSH / GUIDE BUSH (MANUFACTURED FROM FORGING)		QP NO.	QA/CF/QP/406							
					REV	02							
		DRG. NO.	AS PER PO										
		SPEC. & TDC	HW19390										
		REV	AS PER PO			Page 3 of 4							
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	11

16.		PROCESS QUALIFICATION (BEFORE START OF COATING)	MAJOR	PROCESS QUALIFICATION	AS PER DRG/ SPEC.	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	BHEL APPROVED ESTABLISHED PARAMETERS DURING PROCESS QUALIFICATION	√	P	V / W	-	VERIFICATION OF EARLIER BHEL APPROVED ESTABLISHED PARAMETERS, ELSE, PROCESS QUALIFICATION TO BE WITNESS BY BHEL/ BHEL NOMINATED INSPECTION AGENCY (ON SAMPLE) AND APPROVAL OF PROCESS PARAMETERS FROM BHEL IS REQUIRED BEFORE START OF FURTHER MANUFACTURING.
17.		COATING ON AS PER ORDERING DRAWING	MAJOR	PROCESS	AS PER DRG	BHEL APPROVED ESTABLISHED PARAMETERS DURING PROCESS QUALIFICATION		OBS. SHEET	√	P	V	-	
18.		NDT	MAJOR	NDT	100%	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	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 DY.MGR, QAX, BHEL, HARIDWAR			APPROVED BY

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL			TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	BUSH / GUIDE BUSH (MANUFACTURED FROM FORGING)		QP NO.	QA/CF/QP/406								
					REV	02								
		DRG. NO.	AS PER PO											
		SPEC. & TDC	HW19390											
		REV	AS PER PO			Page 4 of 4								
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

19.	FINAL INSPECTION	-VISUAL -DIMENSIONS, THREAD CHECK WITH GAUGE* , SURFACE FINISH* AND RUN-OUT*	MAJOR	VISUAL MEASURE	100%	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	TC	√	P	W		*IF APPLICABLE AS PER ORDERING DRAWING.
20.		FINAL COATING THICKNESS	MAJOR	MEASUREMENT	100%	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	TC	√	P	V		
21.	PACKING AND PRESERVATION		MAJOR	VISUAL	100%	BHEL ORDERING DRAWING & SPEC.	BHEL ORDERING DRAWING & SPEC.	TC	√	P	V		

		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/SUBCONTR ACTOR	I.B.KUMAR DY.MGR, QAX, BHEL, HARIDWAR			APPROVED BY