



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281561

Enq. No. : T/3991/2017/4112K/1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine Component) / 2017

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the c over are invited from the manufacturers (registered as well as unregistered) for the supply of the following items :-

SL. NO.	ITEM DESCRIPTION	QTY(Lt)	DELIVERY SCHEDULE
1	HW7799981415 COOLANT LUBRICANT FOR STEAM TURBINE BLADE MACHINING IN CNC 5 AXIS MILLING MACHINES& HMC FOR X5,X10,X12,X19,X20, X22 MATERIALS AS PER ATTACHED SPECIFICATION NBS/15-16/COOLANT/OT/02.	1 st Lot - 5000	28.02.2018
		2 nd Lot - 7000	30.04.2018
		3 rd Lot - 8000	30.06.2018

SPECIAL INSTRUCTIONS:

1. Test Certificates and Guarantee certificates shall be provided.
2. Party to provide point wise reply along with supporting documents to each and every point of Pre-Qualification Requirement (PQR) i.e Point no. 7.0 of tender specification no. NBS/15-16/Coolant/OT/02 (Annexure-2). Non-compliance of these may lead to rejection of offer.
3. Party to offer items as per technical specification cum compliance certificate No. NBS/15-16/Coolant/OT/02 (Annexure-2) here enclosed.
4. First Lot shall be supplied as per delivery schedule. 2nd Lot & 3rd Lot shall be supplied subjected to clearance from BHEL based upon of satisfactory continuous performance of coolant of first lot as per tender specification.
5. Payment for 1st lot shall be released after satisfactory performance of coolant of first lot from New Blade Shop (NBS). Payment terms for 2nd Lot and 3rd Lot shall be 100% after receipt and acceptance of items at BHEL haridwar.
6. As per clause 6.1 of tender specification NBS/15-16/COOLANT/OT/02, Party (Qualified Only) to supply 200 liters of offered coolant free of cost to BHEL Haridwar for trial purpose within 20 days from intimation from BHEL. The final technical clearance of offer shall be given subjected to successful performance of coolant offered.
7. THE QUOTATION SHALL BE VALID FOR A **MINIMUM PERIOD OF 120 DAYS**, EFFECTIVE FROM THE DATE OF TENDER OPENING.
8. VENDOR TO CONFIRM THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.

9. LD Clause/Penalty will be applicable on unexecuted portion of Purchase Order/Lot value @0.5% per week or part thereof subject to maximum of 10% of the PO value. The remaining terms shall be as per **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC),VERSION JUNE 2017, Rev:01**
10. EARLY DELIVERY IS ALSO ACCEPTABLE. VENDOR TO OFFER BEST DELIVERY SCHEDULE.'
11. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit **Tender Fee of Rs. 2,000/- (Rupees two thousand only)** in the form of Pay Order / Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the requisite EMD (Earnest Money Deposit) of Rs. 1, 50,000/- (Rupees one lakh fifty only) in the form of Pay Order / Demand draft (drawn in favor of 'BHEL HARIDWAR'). In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

HEEP BHEL Haridwar PMD (Product Material Directory) BT004 a approved vendors having vendor code F21251 & M40784 are exempted for submission of requisite EMD against this tender enquiry.

Please submit separate drafts for EMD and tender fee in an envelope super-scribed with bold letters "EMD & Tender Fee" to be submitted with Part-I.

Micro & Small Enterprises (MSEs) are exempted from submission of EMD and/or Tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), Version June-2017, Rev: 01** hoisted on our website www.bhelhwr.co.in are to be submitted for availing exemption from submission of Tender Fees & EMDs.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

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

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

The date for opening of tender shall be 29.01.2018. Tenders will be received up to 1.45 P.M. on 29.01.2018 and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 29.01.2018) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the s pecific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on www.bhel.com.

Documents submitted with the offer/bid by the bidder (original supplier) shall be signed and stamped in each page by authorized representative of the bidder. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall neither be accepted nor considered for evaluation of the bid.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CO NDITIONS (GISTC), Versio n June 2017, Rev: 01.** Please visit our site www.bhelhwr.co.in for **General**

Instructions and Standard Terms & Conditions (GISTC), Version June 2017, Rev: 01 for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC.

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Definition

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

ESSENTIAL INSTRUCTIONS

* Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable).

* BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender Documents/offer (s).

* The tenders shall be submitted in **three parts** in separate sub-envelopes clearly super scribing type of bid, tender no., due date and the name of vendor with full contact details.

- **Part I –**
 - Tender fee (if hard copy insisted from BHEL) & EMD
 - Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
 - Duly filled Non Disclosure Agreement (Annexure 3)
 - Point wise reply/confirmation to **Pre-qualifying requirement (PQR)** as per Annexure-2 (Clause 7.0 of tender specification) along with all necessary supporting documents in one go. **Noncompliance of this may lead to rejection offer.**
- **Part II –**
 - Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part) in line with tender specification NBS/15-16/COOLANT/OT/02 (Annexure-2)
- **Part-III -**
 - Price Bid

All the sub-envelopes (Part-I, Part-II & Part-III) to be put in a single covering envelope indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I, Part-II & Part- III). BHEL may decide to ignore the offer in case of submission of incomplete offer

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version: June 2017 Rev: 01** for Tender Enquiries. Please visit our site www.bhelhwr.co.in for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (VERSION: June-17, REV. 01).** **GISTC (VERSION: June- 17, REV. 01)** can also be referred by login to B2B Portal for Vendors.

REFERENCES:

Annexure-1 (Format for CA Certificate - Applicable for MSE vendors)

Annexure-2 (Tender Specification NBS/15-16/Coolant/OT/02)

Annexure-3 (NDA)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



REF NO: NBS/15-16/COOLANT/OT/02		Indent No.: 20174112				
BHARAT HEAVY ELECTRICAL LIMITED		Enquiry No. : Due Date :				
UNIT'S ADDRESS: HEEP, RANIPUR HARIDWAR - 249403 UTTARANCHAL, INDIA		Supplier Contact No.:				
SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR COOLANT LUBRICANT (CUTTING FLUID) FOR STEAM TURBINE BLADE MILLING FROM X20, X22, X19, X12 & X10 MATERIALS IN CNC 5 AXIS and 4-AXIS MILLING MACHINES						
SUPPLY OF COOLANT LUBRICANT (CUTTING FLUID) FOR STEAM TURBINE BLADE MILLING FROM X20, X22, X19, X12 & X10 MATERIALS IN CNC 5 AXIS & 4-AXIS MILLING MACHINES						
SCOPE	Cl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
1.0		PURPOSE				
1.1		Coolant lubricant (cutting fluid) is required for milling of turbine blade for X20Cr13, X22CrMoV12-1, X19CrMoNbVN11-1, X12CrMoWVNbN10-1-1 & X10CrNiMoV12-2-2 materials in CNC 5 axis milling machines, Make: M/S Liechti (Model: TM 1200g, G-Mill 550 twins), M/S Starrag (HX 251, HX153 & SX 051) and CNC 4 axis milling machines, Make: M/S Huller Hille (Model: NBH 170, NBH 290) by using HSS tools & CBN/TIAlN coated solid carbide tools and carbide indexable inserts of various grades.	vendor to note.			
2.0		PROPERTIES OF COOLANT:				
2.1		The coolant should be Mineral oil based, water miscible, high performance cutting fluid with very low foaming properties for general, heavy duty & high speed machining for the above mentioned materials for blade machining of length from 80 mm to 500 mm in single setting from bar stock / envelope forging. Thus the coolant should be stable at extreme machining conditions.	vendor to confirm & provide details.			
2.2		Odor: It should have pleasant odour (e.g. Orange, Lime, Jasmine etc).	vendor to confirm & submit the details			
2.3		The recommended concentration of coolant in the machine during use should not exceed 8 % v/v.	vendor to confirm & provide details.			
2.4		Chlorine: The chlorine content should be less than or equal to 6%	Vendor to accept & confirm			
2.5		The pH value should be 8.5 to 9.6 at 5% V/V. (Refer DIN 51369)	vendor to confirm & provide details.			
2.6		Heat conductivity should be greater than 0.45 kCal/m h °C at Normal Temperature & Pressure (NTP).	vendor to confirm & provide details.			

Annexure - 2

SANDIP CHAKRABORTY
E2, NBS-PEB

R.K. RAJAK
SR. MANAGER, NBS-PEB

N.K. SINHA
SDGM, MPIC NBS-PEB

Sl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
2.7	No adhesive remainders of the coolant shall appear after operation inside the blade milling machine and on the machined component. The behaviour of adhesivity & remainder should be checked by VKIS-test sheet (Refer DIN 51385). No additives should be added within the life of emulsion.	vendor to confirm & provide certificate.			
2.8	Good emulsion ability and a high life time are required with normal tap water with hardness of 224-265 mg/L.	vendor to confirm & provide details.			
2.9	Flash Point of concentrate should be $\geq 130^{\circ}\text{C}$.	vendor to confirm & provide details.			
3.0	THE COOLANT SHOULD HAVE THE FOLLOWING FEATURES:				
3.1	Machining and Tool life: It should give the optimum tool life and good surface finish.	vendor to confirm & submit the details			
3.2	Sump Life : It should be minimum 12 months or more.	vendor to confirm & submit the details			
3.3	Cooling properties: It should have cooling properties to provide sufficient tool life and low fume generation.	vendor to confirm & submit the details			
3.4	Corrosion protection : It should have excellent anti-corrosion property (Refer DIN 51385). The coolant emulsion must not lead to any damages at the wet machine components (blank metal surfaces, protection paintings, elastomers etc.).	vendor to confirm & submit the details			
3.5	Low Foam generation: It should have low foam generation properties.	vendor to confirm & submit the details			
3.6	Good Separation of tramp oil: It should have a property to facilitate separation of tramp oil.	vendor to confirm & submit the details			
3.7	Micro-organism Formation: It should have high resistance against microorganisms such that no sludge / bacteria / fungus / foul smell etc. formation occurs in case of stagnation of coolant in the machine in air conditioned environment (temp. up to 25°C , Humidity up to 75%) for minimum 96 Hrs.	vendor to confirm & submit the details			
3.8	Excellent Detergency: The coolant should have good detergency. The coolant should not reduce visibility by forming any opaque layer on the glass doors/ windows of machines as well as shall not cause any spots/ moss or remainders on internal parts of the machines.	vendor to confirm & submit the details			
3.9	Self Inflammability: Must not be Self Inflammable.	vendor to confirm & submit the details			
4.0	HEALTH & SAFETY :-				
4.1	The vendor has to submit the MSDS and PDS of offered coolant along with offer.	Vendor to accept & confirm			
4.2	User friendly: It should not have negative impact on human health and should not create itching problem to the human skin. Also the fumes generated during the machining must not be health hazardous.	vendor to confirm & submit the details			

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Sl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
4.3	The product must not contain any component reportable as a carcinogen under 29 CFR 1910.1200	vendor to confirm & submit the details			
5.0	OTHER GENERAL REQUIREMENTS:				
5.1	Vendor to provide service by deputing their representative on daily basis at New blade shop, BHEL, Haridwar to check, maintain and monitor the status of coolant (for performance, concentration, cleaning of tramp/hydraulic oil from coolant, clean & fill the machine coolant tank, top up requirements etc.) till the ordered quantity is consumed without any financial implication to BHEL Haridwar. The procured quantity will be used continuously till stocks end.	vendor to accept.			
6.0	TRIAL FOR FINAL ACCEPTANCE & PHYSICAL VERIFICATION:				
6.1	The vendors who will comply the PQR (Clause no. 7.1 to 7.10) and Clause nos. 1.1 to 5.1 of Specifications, shall supply 200 litres of offered coolant free of cost to BHEL, Haridwar for trial purpose within 20 days from first intimation from BHEL. Coolant from qualified vendors will be tried on the machines mentioned at clause number 1.1 at shop and final technical clearance will be given within 2 months or earlier on the basis of satisfactory performance of the coolant on various machines. Satisfactory performance of coolant shall be subjected to acceptance of criteria mentioned in clause no.- 2.1 to clause no.- 4.3 of Specification.				
7.0	PRE-QUALIFYING REQUIREMENTS :				
7.1	Only coolant manufacturers can quote who is supplying coolant for previous one year or more (from the date of opening of the tender) for milling of turbine blades in CNC 5 (or more) axis machining centre from any of the following materials: X20Cr13, X22CrMoV12-1, X19CrMoNbVN11-1, X12CrMoWVNbN10-1-1 & X10CrNiMoV12-2-2, X5CrNiCuNb 16-4.	Vendor to submit			
7.2	List of the customers / companies where referred coolant have been supplied / established is to be submitted.	Vendor to submit			
7.3	Name of customer / company where coolant has been established along with their Purchase Order copy. Offer without this document shall be rejected. However in the submitted PO copy, offered price may be concealed by suitable means.	Vendor to submit			
7.4	Name, designation & contact details (Phone, FAX no., email Postal address, etc) of the contact person of any one customer / company mentioned in clause 7.3.	Vendor to submit			
7.5	Performance certificate from the customers regarding successful establishment of coolant (Original Certificate or Through E-mail directly from the customer). The original performance certificate may be returned after verification by BHEL, if required. Offer without this certificate shall be rejected. The customer, issuing the performance certificate must be a reputed manufacturer of turbine blades in CNC 5 axis milling machines. The performance certificate must contain comments categorically from the customer on odour, sump life & performance of coolant.	Vendor to submit			
7.6	Recommendation from any Technical center or Lab is not acceptable.	Vendor to accept			

SANDIP CHAKRABORTY
E2, NBS-PEBR.K. RAJAK
SR. MANAGER, NBS-PEBRajak
18/11/17

Annexure-2

Sl. No.	DESCRIPTION OF BHEL REQUIREMENT	REQUIRED	OFFERED	DEVIATION	REMARKS
7.7	BHEL may depute person(s) to verify the performance of the coolant of referred company, from which performance certificate is given, if required. Vendor will have to arrange the visit of BHEL personnel to the referred company. However fare, boarding & lodging for the representative(s) shall be borne by BHEL. In case vendor fails to arrange the visit, it will be treated as non compliance and offer shall be rejected.	Vendor to confirm			
7.8	The offered coolant manufacturer should be ISO 9001:2008 certified for coolant lubricants copy of valid certificate should be submitted along with the offer at the time of opening the tender. Offer without this certificate shall be rejected.	Vendor to submit			
7.9	Test report of offered coolant from National Chemical Laboratory or other NABL accredited laboratory for chemical and physical properties shall be submitted by vendor for confirmation of oil & other content. Test report must contain information on the followings: Mineral oil content, Specific gravity, pH value, Flash point, Chlorine content, Heat conductivity and other physical and chemical properties.	Vendor to submit			
7.10	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected	Vendor to accept & confirm			

R.K. Rajak
18/11/17

R.K. RAJAK
SR. MANAGER, NBS-PEB

SANDIP CHAKRABORTY
E2, NBS-PEB

N.K. Singla
N.K. SINGLA
SDGM, MPIC NBS-PEB

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)");

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") 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 Program defined in Exhibit 1;

B) 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 laws and regulations of the Disclosing Party's country.
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

(14)

- 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
 - g) the protection period has expired according to articles 11 and 12 of this Agreement.
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. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. 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
12. The expiry of the period contemplated in Article 11 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.
13. 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 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.
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. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
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.

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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

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:



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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 order is 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 :

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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.

Tel.

Fax

Address

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India