



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 284593

Tender No.: **L/6433/17/0886/D2**

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 cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

Tender No.	Description of Item	Qty Nos.	Delivery Schedule	Opening Date
L/6433/17/0886/D2	1 TLMW62778137 PACKAGE OF TOOLS FOR DOUBLE TUBE EJECTOR DRILLING OF DEEP HOLES OF DIA:65MM IN HPIC USING EXISTING CONNECTOR & DRILLING SYSTEM AS PER ANNEXURE-A	1 SET	01.04.2020	13.01.2020

1. PQR IS AS PER **ANNEXURE-1 enclosed.**
2. TECHNICAL DETAILS-CUM-SCOPE OF SUPPLY & DRAWING DETAILS etc. ARE AS PER ENCLOSED **ANNEXURE-A**
3. VENDORS TO QUOTE ACCORDINGLY AS PER **ANNEXURES – 1 & A**
4. VENDOR TO QUOTE BEST POSSIBLE DELIVERY IN THE OFFER. EARLY DELIVERY ALSO ACCEPTABLE.
5. THE TOTAL PACKAGE FOR MATERIAL CODE TLMW62778137 IS TO BE PROCURED FROM SAME SOURCE.
6. PAYMENT SHALL BE DONE AFTER SUCCESSFUL ESTABLISHMENT OF OFFERED PACKAGE OF TOOLS IN LOT-1 AS PER POINT NO. 6 OF ANNEXURE-A.
7. THE QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS EFFECTIVE FROM THE DATE OF OPENING OF TENDER.
8. PENALTY FOR LATE DELIVERIES SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON TOTAL VALUE OF PURCHASE ORDER SUBJECT TO A MAXIMUM OF 10% OF THE TOTAL PURCHASE ORDER VALUE.
9. CURRENCY EXCHANGE RATE WILL BE APPLICABLE ON THE DATE OF OPENING OF PART-I FOR EVALUATION PURPOSE.
10. For this procurement, Public procurement (preference to Make in India), Order 2017 dated 15.06.2017,28.05.2018 & 29.05.2019 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO//WO against this NIT. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be adhered.
11. Vendor to specifically confirm if they are local supplier or not as per above mentioned notification. accordingly the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. Bids of non-local suppliers may be ignored.
12. **PLEASE SUBMIT YOUR OFFER ONLY FOR THE ABOVE REQUIREMENT SUBJECT TO OUR GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: VERSION APRIL-2019, REV: 04). PLEASE VISIT OUR SITE**

WWW.BHELHWR.CO.IN FOR GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR REGISTERED VENDORS.

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in. Before submitting the tender, the bidders are required to go through the details mentioned in "Instruction to Bidders". Intending indigenous bidder must remit **Tender Fee of Rs. 2,000.00** (Rupees Two Thousand only) and foreign bidder must remit equivalent amount in foreign currency against the tender if documents (in hard copies) are required from BHEL. Indigenous bidder must also remit the requisite **Earnest Money Deposit (EMD) of Rs. 40000.00/-** (Rupees Forty thousand only) and foreign bidder must remit equivalent amount in foreign currency in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. **If, Tender Fee (if required) and EMD is not submitted along with offer, then the offer shall be out rightly rejected.**

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.**

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit tender fees. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy." In view of this, it is clarified that 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.

Vendors registered with HEEP, BHEL Haridwar in PMD TL014 are exempted from submitting of EMD. However, vendor registered in PMD TL014 has to mention the vendor code in which it is registered with HEEP, BHEL Haridwar. The list of PMD TL014 vendors, registered with HEEP, Haridwar is as under :-

<u>Sl.</u>	<u>Vendor Code</u>	<u>Vendors Name (M/s.)</u>
1.	14025	WOHLHAUPTER INDIA PVT LTD.
2.	41334	WALTER TOOLS INDIA PVT. LTD. NEW DELHI
3.	41648	TUNGALOY INDIA PVT. LTD.MUMBAI
4.	25362	CERATIZIT BENGALURU PVT LTD
5.	21156	SANDVIK ASIA PRIVATE LIMITED PUNE
6.	40011	SECO TOOLS INDIA PVT. LTD.NEW DELHI
7.	40366	KENAMETAL INDIA LIMITED GURGAON (HARYANA)
8.	72157	INGERSOLL WERKZEUGE GMBH D-35708 HAIGER
9.	79025	D ANDREA SPA,VIA GARBAGNATE 71 LAINATE
10.	21128	SAMTEC TOOLS & ACCESSORIES PVT. PUNE
11.	04189	ISCAR INDIA LTD, CHANDIGARH

The date for opening of tender shall be 13.01.2020 Tenders will be received up to **1.45 P.M.** on **13.01.2020** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 13.01.2020) will not be opened.** BHEL will not be responsible for any type of postal / courier delay / incomplete information from vendor.

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

The total quantity may undergo change at the time of ordering.

Splitting of items to the MSE vendor is not applicable in this tender.

Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

Documents submitted with the offer/bid by the bidder (original registered supplier) shall be signed and stamped in each page by authorized representative of the bidder.

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.

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.**

Bids shall be opened at 2.00 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 specific tender no. attending the bid opening.

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.

Unregistered vendors may please visit our site **www.bhel.com** for filing up the Supplier Registration Form.

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

- 1) 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).
- 2) BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
- 3) 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), Earnest Money Deposit (if applicable) or NSIC certificate for exemption of tender fee & Earnest Money Deposit or Central / State – PSUs / Government departments certificate & Prequalifying conditions. (As per annexure-1)
 - ❖ **Part II** – Techno- Commercial Bid
 - ❖ **Part III** – Price Bid

Note : - 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).

- 4) Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
- 5) Part-II (Techno-Commercial) bid will be opened of those vendors who successfully qualify the Prequalifying conditions.
- 6) Part – III (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid will be found acceptable.
- 7) Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
- 8) Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version April-2019,Rev: 04)**. Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender enquiries. **All the bidders/vendors must ensure compliance of these GISTC (Version April-2019,Rev: 04)**. GISTC can also be referred by login to B2B Portal for Registered Vendors.

REFERENCES:

ANNEXURE-1 (PQR)

ANNEXURE-A(TECHNICAL DETAILS,SCOPE OF SUPPLY)

NDA: Non- Disclosure and Proprietary Information Agreement(Format enclosed)

ANNEXURE-1

(REF. INDENT 20170886)		
S.NO.	PRE QUALIFYING REQUIREMENTS	REQUIRED
01.01	Only those vendors to quote who are Original Tool Manufacturers or authorized dealer/ distributor/ stockist/ channel partner of Original Tool Manufacturers of referred/similar item (Valid Authorization certificate from Original Tool Manufacturer to be furnished with the offer).	Vendor to confirm & submit details
01.02	Vendor should have supplied double tube ejector drilling system with drilling head having indexable coated carbide inserts. Basic details of supplied tools like dia of the head, depth of the drill and type of job.	Vendor to submit details
01.03	Name of the customer / company where referred/ similar item has been supplied with complete contact details and month/year of previous supply of referred item.	Vendor to submit details
01.04	BHEL reserves the right to verify the information provided by vendor. BHEL may also visit vendor works. In case the information provided by vendor is found to be false/ incorrect, their offers are liable to be rejected.	Vendor to accept

[Signature]
16.10.17
(PUSHDEEP)
(M/R/TE)

"Package of Tools for double tube ejector drilling of deep holes of Dia 65mm in HPIC using existing connector & drilling system as mentioned below "

- 1.0 Double tube Ejector Drilling tools are required for machining of Drill Dia 65mm length 3284mm of the component HP Inner Casing as shown in enclosed sketch. The drilling is to be done from both ends i.e. for approx.. depth of around 1700mm from each side ensuring certain overlapping and matching of holes from two ends maintaining same axis. There are total 4 nos. of long holes of dia 65mm L=3284mm. The offered tools should suit the special connector of Sandvik make with no. 250 840140C132952 available on existing CNC Horizontal Borer.

- 2.0 Set of tools shall have following items:

Item Name	Quantity	Quantity-Lot 1	Quantity-Lot 2
Drilling Head(Complete in all respect-ready to use)		2	2
Outer Tube		1	2
Inner Tube		1	2
INSERT CENTRAL		30	170
INSERT INTERMEDEATE		30	170
INSERT PERIPHERAL		30	100
SUPPORT PAD		30	70
CARTRIDGE : CENTRAL		3	7
CARTRIDGE INTERMEDEATE		3	7
CARTRIDGE PERIPHERAL		3	7
Connecting Sleeve		1	2
Sealing Sleeve		1	2
O-Ring		5	10

- 3.0 Drgs./sketches/catalogue pages etc. for offered items should be enclosed with offer.
- 4.0 Item-wise prices to be quoted with their technical details.
- 5.0 The detail of material of HP Inner Casing is as below:

5.1 Physical properties:

0.2% PS	≥ 500 N/mm ²
UTS	630 - 750 N/mm ²
%El (l=5d)	≥ 16%
%Ra	≥ 40%
Impact	≥ 35 J *

5.2 Chemical Properties:

C	0.11 - 0.14	Si	0.20 - 0.50	Mn	0.40 - 0.80
P	< 0.020	S	≤ 0.01	Cr	8.00 - 9.50
Mo	0.90 - 1.05	V	0.18 - 0.25	Ni	≤ 0.40
Al _{tot}	≤ 0.020	Nb	0.05 - 0.08	N	0.04 - 0.06

- 6.0 Acceptance of supplied tools shall be done only after successful establishment of the offered package of tools in Lot-1 on a CNC Horizontal Borer at BHEL works as per following on a mutually agreed schedule:

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M. J. Kumar
07/06/17

- a) Successful machining of all 4 deep holes of dia 65mm (complete length 3284mm) on HPIC using supplies of Lot-1 meeting drawing accuracy requirements.
- b) All 4 holes shall be machined using supplied head, tubes, sleeves and consumables etc. of Lot-1. In case of any replacement/addition of tool/item, if so required by vendor for successful establishment of required machining, it shall be done by vendor without any financial implications to BHEL.
- c) In case of damage to any item other than consumables during successful establishment of required machining due to wrong machining strategy, wrong tool selection or cutting parameters, supply of improper tool or it's adaptor, improper fitting of tools in adaptors etc., the same shall be replaced by the vendor without any financial implications to BHEL.

The Payment for Lot-1 supplies shall be done after acceptance of the supplied tools in Lot-1 as mentioned above at point a, b, & c of Sl. No 6.0. The vendor will have to keep extra consumables of each type ready with them for supplying at short notice, if required, for complete machining as per tender scope to avoid any holdup for project completion.

- 7.0 Supply of Lot-2 shall be subject to successful establishment of Lot-1 supplies and it's acceptance by BHEL as per point no. 6.0.
- 8.0 During implementation, if the tools recommended by L1 vendor could not be established in one go, without interruption, they may be given maximum two further chances to improve upon and establish the machining without interruption through change of tool/insert grade.
- 9.0 Complete machining can be carried out using CNC programs provided by BHEL on a CNC Horizontal Borer. Parameters should be recommended by vendor. The machine is having major specifications as below:

Boring spindle diameter	200mm
Milling spindle diameter	260mm
Ram Cross section (LxB)	560mm*650mm
Spindle drive power (AC Continuous Rating - S1)	100 KW
Spindle speed (Infinitely variable)	1 - 2000 RPM
No. of speed ranges	3 Speed ranges
Spindle Taper	BT50
Column longitudinal travel (X-Axis)	8000mm
Headstock vertical travel (Y-Axis)	5000mm
Max torque on the milling spindle (N-m)	15200 Nm
Maximum feed force for all axes	35000 N for all Axes

Coolant: Flood Coolant available using water mixed emulsion.

- 10.0 Vendor must ensure compatibility with existing remaining system and confirm
- 11.0 Total package shall be purchased from same vendor.
- 12.0 The insert geometry & grade should be suitable for smooth chip flow and productive machining & chip breaking.

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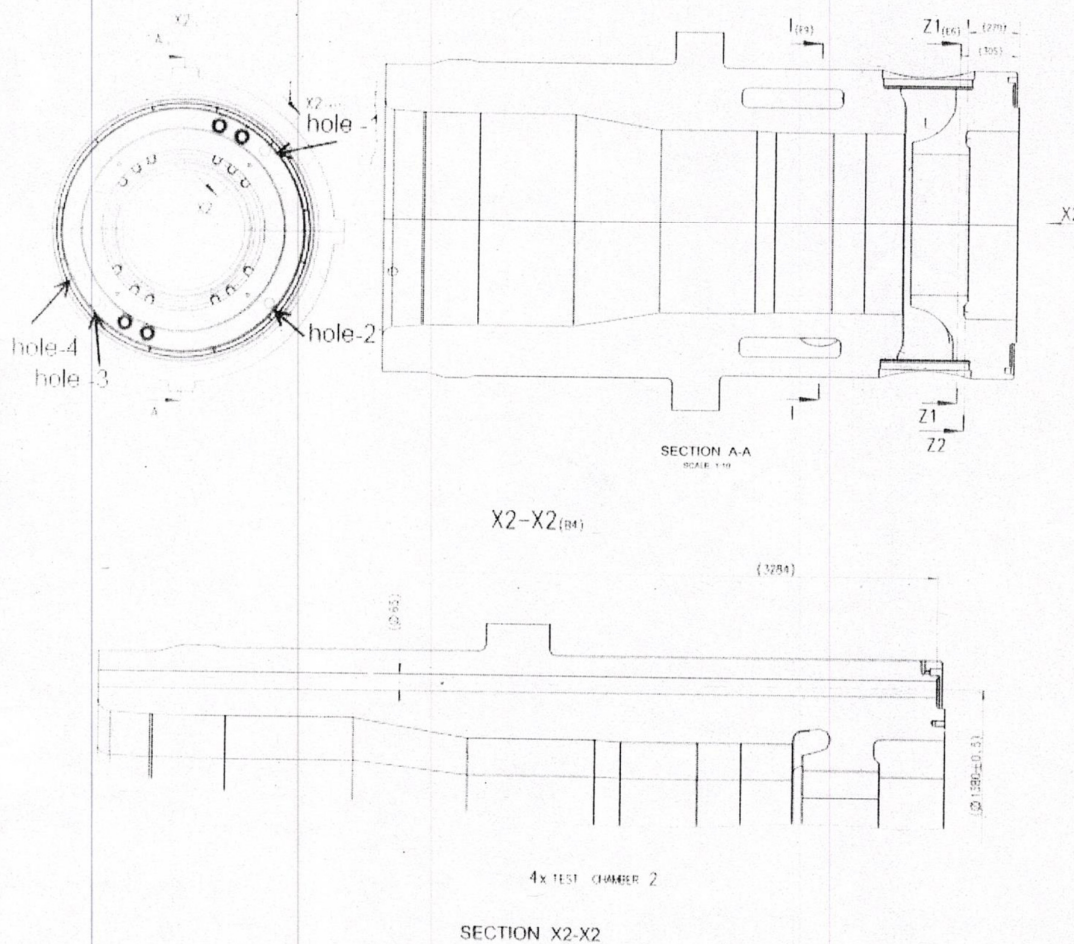
Atul Kumar
07/06/17

INDENT 20170886

ANNEXURE-A

- 13.0 If vendor requires any clarification, they may discuss with BHEL for any clarifications prior to submission of their offer to avoid any gaps at later stage.
- 14.0 Vendors should submit offers, complete in all respect i.e. with all tool drgs. for all special items, copies of catalogue pages for all standard items, list of consumables/spares for each tool etc. Prices of individual items should be mentioned in the commercial offer.

Drawing of Four Drilled holes.



prajul Kumar
07/06/17

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
 - 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.

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:

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 :

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