



12BHARAT HEAVY ELECTRICALS LIMITED HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462, PHONE NO: 0091 1334 284593

Tender No.: **L/6433/17/3234D/1**

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:-

SL.No.	Description of Item	Qty Nos.	Delivery Schedule	Opening Date
1	TLMW65017714 SOLID CARBIDE ROD WITHOUT COOLANT HOLE, DIAMETER:8MM,DIA TOLERANCE:H6, LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO: CB-RG 0800-108 K200 OF OR EQVLT, SIZE: 8X108MM, DIM.: DIA X LENGTH	15	11.10.2019	05.09.2019
2	TLMW65017722 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:10MM,DIA TOLERANCE:H6, LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO: CB-RG 1000-108 K200 OR EQVLT, SIZE: 10X108MM, DIM.: DIA X LENGTH	15	11.10.2019	
3	TLMW65017730 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:12MM, DIA TOLERANCE:H6, LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO:CB-RG 1200-108 K200 OR EQVLT, SIZE: 12X108MM, DIM.: DIA X LENGTH	15	11.10.2019	
4	TLMW65017749 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:16MM,DIA TOLARENCE:H6, LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO:CB-RG 1600-108 K200 OR EQVLT, SIZE: 16X108MM, DIM.: DIA X LENGTH	20	11.10.2019	
5	TLMW65017757 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:20MM, DIA TOLARENCE:H6, LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO:CB-RG 2000-108 K200 OR EQVLT, SIZE: 20X108MM, DIM.: DIA X LENGTH	15	11.10.2019	
6	TLMW65017765 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:25MM,DIA TOLERANCE:H6, LENGTH:108MM, MATERIAL GRADE: DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO:CB-RG 2500-108 K200 OR EQVLT, SIZE: 25X108MM, DIM.: DIA X LENGTH	15	11.10.2019	
7	TLMW65017773 SOLID CARBIDE ROD WITHOUT COOLANT HOLE, DIAMETER:32MM, DIA TOLERANCE:H6,LENGTH:108MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO: CB-RG 3200-108 K200 OR EQVLT. SIZE: 32X108MM DIM.: DIA X LENGTH	10	11.10.2019	
8	TLMW65017781 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:25MM, DIA TOLERANCE:H6,LENGTH:160MM, MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT, M/S CERATIZIT ORDERING NO: CB-RG 2500-160 K200 OR EQVLT. SIZE: 25X160MM DIM.: DIA X LENGTH	10	11.10.2019	

9	TLMW65017790 SOLID CARBIDE ROD WITHOUT COOLANT HOLE,DIAMETER:32MM, DIA TOLERANCE:H6,LENGTH:160MM. MATERIAL GRADE:DK460UF OF M/S GUHRING OR EQVLT,M/S CERATIZIT ORDERING NO: CB-RG 3200-160 K200 OR EQVLT. SIZE: 32X160MM DIM.: DIAXLENGTH	10	11.10.2019	
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GENERAL INSTRUCTIONS FOR ITEMS ABOVE: -

- 1) ITEMS ARE REQUIRED FOR MANUFACTURING OF END MILLS, BALL NOSE AND SPECIAL TYPES OF CUTTERS WHICH WILL BE USED IN T2, T4, TX AND 3DS BLADES OF STEAM TURBINE, GAS TURBINE BLADES AND RUSSIAN TURBINE BLADES MANUFACTURING IN THE NBS, HEEP, HARIDWAR.
- 2) PQR, TECHNICAL ACCEPTANCE CRITERIA, PERFORMANCE CRITERIA OF SOLID CARBIDE ROD ARE AS PER ENCLOSED **ANNEXURE-1**. VENDOR TO QUOTE ACCORDINGLY.
- 3) PENALTY FOR LATE DELIVERIES SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON THE VALUE OF RESPECTIVE DELAYED SUPPLIES SUBJECT TO A MAXIMUM OF 10% OF THE VALUE OF RESPECTIVE DELAYED SUPPLIES. VALUE OF DELAYED SUPPLIES WILL MEAN THE GROSS VALUE PAYABLE TO THE VENDOR (BEFORE LD) AGAINST SUCH SUPPLIES EXCLUDING TAXES AND DUTIES.
- 4) THE QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS EFFECTIVE FROM THE DATE OF OPENING OF TENDER.
- 5) CURRENCY EXCHANGE RATE WILL BE APPLICABLE ON THE DATE OF OPENING OF PART-I FOR EVALUATION PURPOSE.
- 6) 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.
- 7) **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 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 remit tender fee of Rs. 2,000.00 for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) against each tender if documents (in hard copies) are required from BHEL. **Earnest Money Deposit (EMD) is NIL.**

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.

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

The date for opening of tender shall be 05.09.2019. Tenders will be received up to **1.45 P.M.** on **05.09.2019** 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 05.09.2019) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

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

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), NSIC certificate for exemption of tender fee Non Disclosure Agreement & Prequalifying conditions.
 - ❖ **Part II** – Techno- Commercial Bid. It should be replica of price bid (copy of price bid without price part).
 - ❖ **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) of only those vendors will be opened, who successfully qualify the PQRs and submits the needful as per tender document.
- 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) Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.

REFERENCES:

Annexure-1 (PQR ,Performance and Technical Acceptance Criteria)

NDA: Non- Disclosure and Proprietary Information Agreement

Format for CA Certificate - Applicable for MSE vendors

ANNEXURE-1 Page 1 of 2

PQR & TECHNICAL CRITERIA OF SOLID CARBIDE ROD
MPR: 20170532 Dated 06.09.2017

	PRE QUALIFYING CONDITIONS	REQUIRED	OFFERED	DEVIATION	REMARKS
01.00	PRE QUALIFYING CONDITIONS				
01.01	Only OEM vendors who are manufacturing and supplying the solid carbide rod should quote.	Vendor to accept			
01.02	The following information should be submitted by the vendor about the companies where such carbide rods have been supplied during past five years (from Enquiry issue date). This is required from all the vendors for qualification of their offer.	Vendor to submit details			
01.02.01	Name of the customer / company where referred / similar item has been supplied with complete contact details and month / year of supply of referred item.	Vendor to submit details			
01.03	BHEL reserves the right to verify the information submitted by vendor. BHEL may also visit vendor works. In case the information submitted by vendor is found to be false/ incorrect, their offers are liable to be rejected.	Vendor to accept			
02.00	TECHNICAL ACCEPTANCE CRITERIA				
	PURPOSE & WORKPIECE MATERIAL				
02.01	Purpose : The Solid carbide rod shall be used for the manufacturing of End mill, Ball nose cutter or special type of cutters on our existing Tool and Cutter grinding machine to meet the requirement of cutter used in the new design 3Ds & F blade, T2, T4 & Tx blade of steam turbine, Russian turbine blades and Gas turbine blades.	Vendor to note			
02.02	Work Piece Material: Generally blade materials are high temperature & Creep Resistant alloys like X20Cr13, X22CrMoV 12-1, X19CrMoVNbN 11-1, X12CrMoWVNbN 10-1-1 having Tensile Strength 800 to 1050 N/mm ² & Hardness 265 to 310 BHN.	Vendor to note			
02.03	Trial: All qualified vendor shall submit the 06 no of dia 16 H6 mm & length 108 mm (Material code: TLMW65017749) of solid carbide rod free of cost. ^{As sample for the trial purpose and this quantity shall be separate from the quantity mentioned in the Enquiry.} Vendors emblem / company name must be marked on the submitted tool for proper identification of their product. Every participating vendor should submit material test certificate of submitted sample rods which should specify the cobalt content, tungsten carbide grain size, density and hardness with other content.	Vendor to accept and submit details			
02.04	The submitted solid carbide rod shall be used to manufacture 03 no of Ball nose cutter (D16 K10) and 03 no of End mill (D16 of any radius) on our existing CNC 5 axis tool and cutter grinding machine (Make ANCA, Model TX7) using BHEL grinding wheel and programme and tool geometry as are being used at present.	Vendor to accept			

Signature
10/10/17

Signature
10/10/17

Signature
10/10/17

Signature
10/10/17

PQR & TECHNICAL CRITERIA OF SOLID CARBIDE ROD

02.05	The manufactured ball nose and end mill should machine the above mentioned blade material in clause no 2.02 and should have the sufficient tool life to machine the blade as per clause no. 2.07.	Vendor to accept		
02.06	The manufactured ball nose and end mill shall be tried on the blade machining on our existing CNC 5 axis double spindle / three spindle machine (Make: Liechti, Model: Gmill 550 or Make: Starrag, Model: HX253).	Vendor to accept		
02.07	Performance Criteria: The two regrinded cutter (one existing cutter of BHIEL and one cutter manufactured from the solid carbide rod submitted by vendor) shall be used at a time for the machining of blades on two spindle / three spindle machine as per cutting parameter and blade type mentioned in clause 02.11. The tool life of the cutters manufactured from solid carbide rod supplied by vendors should be equivalent or better as compared to our existing regrinded ball nose and end mill cutter for technical qualification of the vendors.	Vendor to accept		
02.08	Offers of only those vendors shall be considered as technically acceptable whose cutters (both Ball nose & End mill) manufactured from solid carbide rod submitted as sample runs successfully as per performance criteria mentioned in clause 2.07 during trial.	Vendor to accept		
02.09	There shall not be any liability on BHIEL for failed trial. Price bid shall be opened only for those vendors whose samples have been successfully tried as per specified criteria. Subsequently, ordering shall be done on L-1 vendor as per BHIEL purchase policy & practice.	Vendor to accept		
02.10	After trial sample of cutters manufactured from solid carbide rod submitted in technical bid can be taken back by vendor. Sample of tools after its use during trial may or may not be in good condition. Vendor must be ready to take the sample in damage / consumed condition. For this, vendor must express his intention explicitly to take sample tool back in technical bid itself.	Vendor to accept		
02.11	Cutting Parameter and blade type: I) Ball Nose cutter (Dia 16, K10) (a) Feed- 2648 to 2300 mm/min (b) RPM- 8276 to 7160 (c) DOC- 0.5 mm. II) End Mill (Dia 16, R3, Z4) (a) Feed- 500 to 600 mm/min (b) RPM- 3500 to 2800 (c) DOC- 0.5 mm -0.1 mm. * cutting parameter may vary at the time of trial. III) BLADE type : 3Ds & F or Tx blade	Vendor to accept		

[Signature]
Anil Kumar,
Sr. Engr., NBS-PEB

[Signature]
S.K. Seth
Mgr., Shop Tech & LP

[Signature]
Rajiv Kumar Rajak
Sr. Mgr., NBS-PEB

[Signature]
N. K. Singla
SDGM, TBM

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

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

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

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