



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

Enq. No. : L/6455/2018/5713Y/2

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (TL) / 2018

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. : L/6455/2018/5713Y/2			
TENDER OPENING DATE : 30.03.2020			
MATERIAL CODE	MATERIAL DESCRIPTION	QTY. (NO)	DELIVERY SCHEDULE
1. TLMW65016203	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.1 DRG.NO. STB-90/5.VAR.II REV.01 DIM: DIA 25MM	10	30.06.2020
2. TLMW65014545	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.2, REV.01 DRG.NO. STB- 90/5.VAR. II DIM: DIA 30MM	10	30.06.2020
3. TLMW65014553	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.3, REV.01 DRG.NO. STB-90/5.VAR. II DIM: DIA 35MM	25	30.06.2020
4. TLMW65014561	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.4, REV.01 DRG.NO. STB- 90/5.VAR. II DIM: DIA 40MM	40	30.06.2020
5. TLMW65014570	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.5, REV.01 DRG.NO. STB-90/5.VAR. II DIM: DIA 45MM	40	30.06.2020
6. TLMW65014588	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.6, REV.01 DRG.NO. STB- 90/5.VAR. II DIM: DIA 50MM	30	30.06.2020

7.TLMW65014618	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.8,REV.01 DRG.NO. STB- 90/5.VAR.II DIM: DIA 60MM	40	30.06.2020
8.TLMW65014596	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.7,REV.01 DRG.NO. STB- 90/5.VAR.II DIM: DIA 55MM	40	30.06.2020
9.TLMW65014626	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.9,REV.01 DRG.NO. STB- 90/5.VAR.II DIM: DIA 65MM	15	30.06.2020
10.TLMW65017927	CONTACT ROLL FOR ABRASIVE BELT POLISHING. SL.NO.22,REV.00 DRG.NO. STB -90/5.VAR.I DIM: DIA 20MM WIDTH 30	20	30.06.2020
11.TLMW65011740	POLISHING ROLLER DIA-28 DRG.NO. STB 92-3. N.STD: SPT-RUBBER	20	30.06.2020
12.TLMW65016823	POLISHING ROLLER DRG.NO. STB-90-04	15	30.06.2020
13.TLMW65017897	CONTACT ROLL FOR ABRASIVE BELT POLISHING., REV.00 DRG.NO. STB -90/5, SHEET-2 VAR.I	15	30.06.2020
14.TLMW65017900	CONTACT ROLL FOR ABRASIVE BELT POLISHING,REV.00 DRG.NO. STB-90/5.SHEET-2 VAR.II	15	30.06.2020

SPECIAL INSTRUCTIONS:

1. PO NO &/OR DRG. NO. SHALL BE CLEARLY PUNCH MARKED/ ETCHED ON EACH ITEM.
2. SCOPE OF SUPPLY SHALL BE AS PER MATERIAL DESCRIPTION MENTIONED & DRAWINGS ATTACHED
3. TECHNICAL ACCEPTANCE & PERFORMANCE CRITERIA, PQR ARE AS PER ANNEXURE-I ATTACHED.
4. OFFERS OF ONLY THOSE VENDORS SHALL BE CONSIDERED AS TECHNICALLY ACCEPTABLE WHOSE ROLLERS SUBMITTED AS SAMPLE RUN SUCCESSFULLY AS PER PERFORMANCE CRITERIA MENTIONED IN CLAUSE 2.8 OF ANNEXURE-I

5. THE QUOTATION SHALL BE VALID FOR A MINIMUM PERIOD OF 180 DAYS, EFFECTIVE FROM THE DATE OF TENDER OPENING.

6. GUARANTEE CERTIFICATE IS REQUIRED AND PERIOD OF ITS VALIDITY WILL BE ATLEAST ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF MATERIAL AT BHEL HARIDWAR

7. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.

8. IN CASE OF ORDERING AGAINST THE TENDER, VENDOR SHOULD SUBMIT THEIR INVOICES AGAINST GOODS AND SERVICES IMMEDIATELY AFTER SUPPLY OF GOODS & SERVICES BUT NOT LATER THAN 30 DAYS FROM THE INVOICE DATE. IN CASE OF DELAY, CONSEQUENTIAL LOSSES LIKE LOSS OF INPUT CREDIT AND NON-AVAILABILITY OF CONCESSIONAL FORMS ETC. SHALL BE TO THE VENDOR ACCOUNT.

9. 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.

10. For this procurement, public procurement (preference to make in India), order 2017 dated 15.06.17, 28.05.18, 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.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

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.

12. 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.

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

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.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)** against each tender along with the requisite **EMD of Rs 40000/- (Rupees Forty 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. If, Tender Fee (if required) and EMD is not submitted along with offer, then the offer may be out rightly rejected.**

Vendors registered with HEEP, BHEL Haridwar in PMD TL042 are exempted from submitting of EMD. However, vendor registered in PMD TL042 has to mention the vendor code in which it is registered with HEEP, BHEL Haridwar. The list of PMD TL042 vendors, registered with HEEP, Haridwar is as under :-

<u>Sl.</u>	<u>Vendor Code</u>	<u>Vendors Name (M/s.)</u>
1.	M22046	GRINDMASTER MACHINE PVT LTD
2.	M72567	C.HILZINGER THUM SCHLEIF-UND

Please submit separate **drafts** for tender fee and EMD in separate envelopes super-scribed with bold letters “TENDER FEE and EMD” to be submitted with Part-I.

**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 30.3.2020 Tenders will be received up to 1.45 P.M. on 30.03.2020 and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 30.3.2020) 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 specific 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.

Unregistered vendors may please visit our website www.bhel.com for filling Supplier Registration Form (SRF). BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

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

1. DEFINITION

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

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

2. TECHNICAL QUALIFICATION

Enclosed format – **Annexure -I** (Technical & Pre-Qualifying Requirements) to be submitted. **It is the mandatory requirement. Offer of Vendors not meeting these requirements may not be considered.**

3. ESSENTIAL INSTRUCTIONS

- 3.1 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).
- 3.2 BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
- 3.3 The tenders shall be submitted in two parts in separate envelopes as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.

3.3.1 Part I - Envelope I

A. Tender Fee & EMD enclosed in sub-envelope (a)

Or

Valid certificate/Document towards exemption of Tender fee/EMD (applicable for Micro and small Enterprises as per point no.13 above)

B. Techno-commercial Bid along with duly filled Annex.-I enclosed in sub-envelope (b)

C. Vendor Registration Form (Applicable for those vendors who are not registered with BHEL, Haridwar) – **Copy of Supplier Registration Form filled online on www.bhel.com enclosed in sub-envelope (c)**

D. NDA (Non-Disclosure Agreement) – Annex. 3 enclosed in sub-envelope (d)

3.3.2 Part II - Envelope II – Price Bid

Note: All the individual envelopes should indicate Tender no. and date of opening of Part-I.

All two envelopes [Envelope I (containing sub-envelopes a, b, c &d), Envelope II] to be put in a single covering envelope indicating tender no., due date and the name of vendor (with address, e- mail id & contact details). Offer should be complete in all respect (i.e. Part-I, Part- II).

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 (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 as per ANNEXURE-I
 6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
 7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
 8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
9. **Please submit your offer only for the above requirement subject to our GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC APRIL-19). 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.**

ANNEXURES

Format for CA certificate - 1 Page

Annexure-1 (Technical acceptance criteria and PQR) - 1page

Annexure-2 (NDA) – 10 Pages

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

ANNEXURE-I

Indent no : 20185713

BID FOR PROCUREMENT OF RUBBER ROLLERS				
1.0	PRE QUALIFYING CONDITIONS	REQUIRED	OFFERED	DEVIATION
1.1	OEM vendors and authorised dealers who are manufacturing and supplying rubber rollers having diameter upto 300mm or higher diameter suitable to be used for abrasive belt polishing of profile of steam turbine blades and such items are presently working satisfactorily should quote. Authorised dealers must provide a valid certificate of authorization from OEM.	Vendor to accept/submit details.		
1.2	The following information should be submitted by the vendor about the companies where similar rubber rollers 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 accept.		
1.2.1	Name of the customer / company where referred item was supplied.	Vendor to submit details		
1.2.2	Complete postal address of the customer.	Vendor to submit details		
1.2.3	Month & Year of supply of referred item.	Vendor to submit details		
1.2.4	Dimensions, specification, description and application for which the item was supplied.	Vendor to submit details		
1.2.5	Name, designation and contact details (phone number, and email address) of contact person of the customer to whom referred item was supplied.	Vendor to submit details		
1.2.6	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.		
2.0	TECHNICAL ACCEPTANCE CRITERIA:			
2.1	Scope of Supply:- Scope of supply shall be as per purchase enquiry.	Vendor to accept and provide details.		
2.2	All the participating vendors shall submit 01 nos rubber rollers of dia 40mm (Drg No-STB-90/5 sl no 04 var-II) & 01 no of rubber roller of dia 50 mm (Drg No-STB-90/5 sl no 06 var-II) same as offered in quotation as sample on free of cost on returnable basis within a month from confirmation for submission of sample tools from BHEL.	Vendor to accept/agree		
	In the offered rollers, the rubber must be directly moulded onto the steel shaft/metallic housing. No layering of rubber is acceptable. Offer of any vendor providing rerubberised rollers will be liable to rejection.	Vendor to accept/agree		
2.4	These Rollers shall be tried on existing Polishing machines at BHEL as per successful performance criteria 2.8 mentioned below.	Vendor to accept/agree		
2.5	Offers of only those vendors shall be considered as technically acceptable whose Rollers submitted as sample run successfully as per performance criteria mentioned in clause 2.8 during trial.	Vendor to accept/agree		
2.6	There shall not be any liability on BHEL for failed trial. Price bid shall be opened only for vendors whose samples have been successfully tried as per specified criteria. Subsequently, ordering shall be done on L-1 vendor as per BHEL purchase policy & practice.	Vendor to accept/agree		
2.7	After trial sample of rollers submitted in technical bid can be taken back by vendor. Sample of rollers 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 tools back in technical bid itself.	Vendor to accept/agree		
2.8	Performance Criteria: (a) Operation: Abrasive cloth belts fitted alongwith these rollers are to be used for polishing of the internal/external profile surface of the steam turbine blades. Both Dia 40mm & Dia 50mm rollers are to be used for polishing of the pressure side (Internal profile & fillets) of the steam turbine blade. b) These rollers drives abrasive cloth Belt of dimensions 2500 X 50MM. c) These rollers are driven by a metallic pulley rotating at RPM of 2780 with the help of Abrasive belt through idler metallic rollers as per schematic diagram of Annexure 1. d) The 40mm diameter roller must withstand maximum RPM of 13900 with the Polishing Belt & the 50mm diameter roller must withstand maximum RPM of 11120. e) The roller should not break/tear off during the polishing operation on machine. f) The rollers should be as per the drawing supplied by BHEL. g) After Polishing there should not be any waviness in the surface of the polished blade due to any fault in roller. h) Rollers shall not vibrate during operation.	Vendor to accept/agree		

Dipankar Show,
(Sr. Engineer, NBS-Shop Tech)

S.K. Seth
(Sr Mgr- NBS-ST & TBM-LP)

Sandip Chakraborty
(Sr. Engineer- NBS- Tech)

ANNEXURE-2

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:

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 :

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

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

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building

BHEL, HEEP, Haridwar

India