



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 284658

Enq. No.: T/T200/2015/3906W/1

Date of issue : 02/02/2016

M/S.....

Sub: BHEL-HEEP/OPEN-TENDER (COMPONENT)/2015

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.	Tender No.	Description of Item	Qty.	Opening Date
1	T/T200/2015/3906W/1	HW9132205031 DRG. 32205003 REV. 00 DIAPHRAGM 26 TH STAGE & THESE ITEMS/ QTY. OF DRG. 32205000 ITEM 21 – SHEET – 46 ITEM 22 – SPECIAL PLANK – 2 ITEM 23 – BOLT – 96 ITEM 24 – SEGMENT OF SEAL RING – 24 ITEM 25 – SEALING RING – 2 ITEM 26 – FLAT SPRING – 24 ITEM 27 – SEALING STRIP – 8 ITEM 28 – SEALING STRIP – 16 ITEM 29 – PACKING STRIP – 8 ITEM 30 – PACKING STRIP – 16 ITEM 31 – PIN – 24 ITEM 34 – SP. KEY – 4 ITEM 37 – SP. KEY – 2 ITEM 38 – LOCKING PLATE – 2 ITEM 44 – SCREW – 10 ITEM 47 – SCREWS – 4 ITEM 48 – SCREWS – 4 ITEM 49 – SCREWS – 4 ITEM 50 – PACKING – 4 SPEC: 0500.303 REV. 01	01 NO.	29/02/2016

The details with required delivery are given in **Annexure-1**.

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 Earnest Money Deposit (EMD) of Rs. 1,50,000.00 against each tender in the form of Pay Order / Demand draft only. **If EMD are not submitted than the offer may be out rightly rejected.** As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) is not required to submit EMD. 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.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

PMD vendors registered with HEEP, Haridwar for above mentioned material code vide vendor code M22731, M23121 & M41393 are exempted from submitting of EMD.

The date for opening of tender shall be 29.02.2016. Tenders will be received up to 1.45 P.M. on **29.02.2016** 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 29.02.2016) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Specifications & Drawing of the above items are available on our above mentioned website. Other cross referred documents can be physically collected from BHEL, Haridwar by submitting the tender fee of Rs. 2000.00 by Pay Order or Demand Draft in favor of BHEL, Haridwar or can be obtained by email akhilkg@bhelhwr.co.in or studu@bhelhwr.co.in. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

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

Any vendor who is under suspension at the time of price bid opening, their price bid shall not be opened.

Documents submitted with the offer/ bid by the bidder shall be ink signed and stamped in each page by authorized representative of the bidder. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

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.

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.

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

1.0 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.

2.0 TECHNICAL QUALIFICATION

- Enclosed format – Annexure-2 & Annexure-3 to be submitted. It is the mandatory requirement. Offer of Vendors not meeting these requirements may not be considered.

3.0 ESSENTIAL INSTRUCTIONS

1. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) Foreign Vendors or Indigenous Vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL.
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 two parts as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.

i. Part I (Envelop I) –

A. EMD

or

Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below:

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to disqualification of their offer. Documents should be notarized or attested by a Gazetted Officer.

B. Pre-Qualifying Requirement (PQR) – refer Annexure – 2.

C. Vendor Registration Form (SRF documents to be placed separately in part-I and not to be mixed with other documents).

D. Techno -Commercial Bid

ii. Part II (Envelop II) - Price Bid

4. The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. However, if OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both, the manufacturer / supplier and the agent, bid received from the agent shall be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter from the Principal / Original Manufacturer.
5. The bidders will have to submit ink-signed offer / bid in original directly to BHEL. **Unsigned bids shall be ignored.**

6. The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry or for specific price bid opening on that particular day. General authorization letter is not acceptable
7. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
8. Compliance of technical/ commercial terms and conditions as per Annexure-3
9. 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.
10. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders who successfully qualify the PQR requirements, their techno commercial bid has been found acceptable and have submitted EMD or valid certificate towards exemption of EMD, applicable for Micro and small Enterprises.
11. Vendor to quote best possible deliveries in the offer. Offers of those vendors may not be considered if it is not found suitable to BHEL requirement.
12. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
13. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
14. Evaluation of Bid: - The bid shall be evaluated
 - a. Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)
 - b. The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.
15. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
16. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
17. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
18. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-3. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given below.
19. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.
20. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.
21. SETTLEMENT OF DISPUTES
 - Indigenous Vendors: In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
 - Foreign Vendors: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be New Delhi.
22. JURISDICTION
All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.
23. OVER RIDING CLAUSE
All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void

to the extent they are repugnant to the conditions contained herein above and in the purchase order.

24. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses BHEL Management's decision shall be final.

4.0 GENERAL INSTRUCTIONS

PART-I (EMD (or exemption certificate), PQR, SRF & Technical clarification in envelope - I) shall comprise of following documents:

- a. EMD or exemption certificate (to be provided in separate envelope).
- b. Annexure-2 for Pre-qualification requirement. Point wise reply to all the points mentioned in Pre-Qualifying Requirement specified in the tender. Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- c. Vendor Registration Form (SRF)
(Kindly follow the link and follow instructions: <http://supplier.bhel.in/>)
The SRF duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I by un-registered vendor only with BHEL, HEPP, Haridwar or the proof of submission through online portal. BHEL registered vendors (registered with permanent code M, N, S) need not to submit SRF.
For vendors registered with T code, SRF is to be submitted essentially along with the offer.
- d. Non-disclosure agreement as per Annexure 6. The agreement shall be duly stamped & signed.
- e. Complete technical offer.
- f. Annexure-3 for compliance of technical/ commercial terms and conditions.
- g. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid indicating CIF rate, separate Lloyd's/BV/TUV inspection charges (for Foreign vendors) and delivery schedule.
- h. Validity of offer to be indicated.
- i. Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.
- j. Copy of price Bid (without prices).
- k. Any additional documents.

PART -II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.
- c. In case of foreign vendors, prices to be quoted on CIF basis separately. In case of CIF, Loading port must be mentioned.
- d. In case of Indigenous vendor, prices must be quoted on FOR-Destination-CPS-HEEP-BHEL basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- e. In case of foreign vendors, third party (Lloyd's/BV/TUV) inspection charges to be quoted separately as third party inspection (Lloyd's/BV/TUV) is in vendor's scope. For Indian vendors, inspection shall be by TUV/ BHEL nominated inspection agency. Prices shall be loaded by 0.18% on account of TUV/ BHEL nominated inspection agency inspection charges. Third Party inspection shall be in BHEL scope.
- f. Prices should remain firm till the execution of the order. However, in case vendor prefers to maintain their own PVC formula, they can do so. Vendors must give upper & lower cap. However, lower cap has to be either equal or more in percentage point than the upper cap from base prices. This is **must** for evaluation purpose. **Upper price limit** will be considered for evaluation purpose.
- g. Insurance during transportation shall be taken care of by BHEL.
- h. Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.
- i. **Prices are to be written in both Figures & Words. In case of any difference between the two, If there is a discrepancy between words and figures, the amount in words shall prevail for evaluation and establishing L1 status..**

- j. **LD Penalty shall be applicable at the rate of ½% (half percent) per week or part thereof subject to a maximum of 10% of the value of delayed portion of the order. In case of any variation in LD penalty acceptance, your prices shall be loaded to the extent LD penalty not accepted by you.**
- k. **Preferable payment term shall be “100% after receipt and acceptance of material”. BHEL as a rule do not agree to release advance payment.**
- l. **The comparison between foreign and indigenous bids shall be done based on the Total Landed cost at Destination basis.**

Note:

After tender opening (Part-I), if it is found that:

- The bidder has not submitted the requisite EMD (If applicable).
- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder may be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

BHEL reserves the rights to place order for tendered quantity on more than one vendor

Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. SUPPLIER REGISTRATION FORM (SRF)
6. TECHNO-COMMERCIAL BID.

PART- II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,
Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Envelopes not marked as above are liable to be ignored and will not be opened.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET.

- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet.
- BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- Reverse auction will be conducted on scheduled date & time.
- At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.

Annexure- 1

Sl. No.	Tender No.	Description of Item	Delivery Required	Qty. (No.)
1	T/T200/2015/3906W/1	HW9132205031 DRG. 32205003 REV. 00 DIAPHRAGM 26 TH STAGE & THESE ITEMS/ QTY. OF DRG. 32205000 ITEM 21 – SHEET – 46 ITEM 22 – SPECIAL PLANK – 2 ITEM 23 – BOLT – 96 ITEM 24 – SEGMENT OF SEAL RING – 24 ITEM 25 – SEALING RING – 2 ITEM 26 – FLAT SPRING – 24 ITEM 27 – SEALING STRIP – 8 ITEM 28 – SEALING STRIP – 16 ITEM 29 – PACKING STRIP – 8 ITEM 30 – PACKING STRIP – 16 ITEM 31 – PIN – 24 ITEM 34 – SP. KEY – 4 ITEM 37 – SP. KEY – 2 ITEM 38 – LOCKING PLATE – 2 ITEM 44 – SCREW – 10 ITEM 47 – SCREWS – 4 ITEM 48 – SCREWS – 4 ITEM 49 – SCREWS – 4 ITEM 50 – PACKING – 4 SPEC: 0500.303 REV. 01	15/03/2016	01

- Vendor should quote best delivery.

Annexure – 2

Pre – Qualification Requirement for 26th stage Cast Diaphragm

26th stage Diaphragm (Russian design stationary blade ring) is used in LP Turbine of 200/210 MW. Manufacturing of this component shall be as per BHEL Material code “HW9132205031”, drawing no. 32205003 and specification 0500.303. It is manufactured by casting of Forged blades with the ring. It involves mainly Casting, Blade forging and Machining process

Following are the mandatory requirements (1 to 8). Offers of vendors not meeting these requirements will not be considered.

1. Only those vendors, who have successfully manufactured and supplied similar nozzle segment or diaphragm (max. finished diameter = 2980 mm & weight = 2380 kg) for Turbine rating 200MW or above, should quote.
Vendor to submit following information about the customers where similar nozzle segment or diaphragm has been supplied.
 - a. Name of the customer.
 - b. Complete postal address of the customer.
 - c. Month & Year of supply of manufactured nozzle segment or diaphragm.
 - d. Performance certificate from the customer regarding satisfactory performance of similar diaphragm supplied to them (Original certificate or through e-mail directly from the customer). The original performance certificate may be returned after verification by BHEL, if required.Or
Copy of Purchase orders.
 - e. Details of components supplied/ manufactured.
 - f. Name & designation of the contact person of the customer.
 - g. Phone, FAX no. and email address of the contact person of the customer.
 - h. BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/ incorrect, the offer shall be rejected.
2. Vendor must use materials as mentioned in Annexure I for the different items involved and submit signed copy of the same with the offer.
3. Vendor to submit Manufacturing and Quality plan with offer.
4. Vendor to procure forged blades directly from BHEL approved sources, BHEL approved sources are listed below:
 - a. Fine Forge Ltd.
 - b. Wuxi Turbine Blade Co. Ltd.
 - c. Set Forge La Clayette.

- d. Pietro Rosa TBM SRL.
 - e. C Blade SPA- Forging.
 - f. Bohler Schmiedeetechnik GMBH.
5. Vendor to submit details of their in-house manufacturing facility like casting, heat treatment, machining etc. to manufacture enquiry items. In case any operation is proposed to be outsourced, details of operation outsourced with details of vendor including their manufacturing facility and experience for the same are to be submitted with offer.
 6. Vendor should submit details of in-house testing facilities with the offer. In case of outsourcing of any testing, vendor to agree to carry out testing from Government approved lab only.
 7. Vendor shall confirm to meet specifications and drawings requirements in totality.
 8. All the special requirements given in the drawing and specification like heat treatment (before and after machining), and NDT should be taken care by the supplier.

Sl. No	Item Name	Item Drawing No	Quantity	Material as per drawing	Equivalent/Alternate material acceptable to BHEL	Material Offered by vendor
1	Diaphragm 26th stage	32205003	1	G.C.I. 30, IS: 210, Specification: 0500.303	FG 300, IS: 210 Specification: 0500.303	
2	Guide Blade 26th stage	32205011	48	1X13 ЛВТУу 24.2.08.032.70	X12Cr13 Or X20Cr13, Specification: 0500.706	
3	Sheet	Dimension: 3X8X175	46	1X13 GOST 5582-61	X10Cr13 / X20Cr13 in Hardened & Tempered condition (Ultimate Tensile Strength: ≥ 440MPa, % Elongation: ≥ 21)	
4	Special Plank	31205079	2	1X13 GOST 7350-66	X10Cr13 / X20Cr13 in Hardened & Tempered condition (Yield Strength: ≥ 345MPa, % Elongation: ≥ 21)	
5	Bolt	348920.106	96	STEEL 5D IS: 1367-61	Property Class - 5.6	
6	Segment of Sealing Ring	32205022	24	Brass Cu Zn 37 IS:410-67/ Л 62 GOST 931-65	Cu Zn 37	
7	Sealing Ring	32205023	2	Steel St 42-W IS:2062-62/ МСm ³ GOST 14637-69	Carbon Steel: IS: 2062 or equivalent	
8	Flat Spring	31205066	24	3X13 GOST 5582-61 МТу 24-62	X30Cr13	
9	Sealing Strip	32205024	8	Brass Cu Zn 37 IS:410-67 Л 62 GOST 931-65	Cu Zn 37	
10	Sealing Strip	32205025	16	Brass Cu Zn 37 IS:410-67/ Л 62 GOST 931-65	Cu Zn 37	
11	Packing Strip	32205026	8	Steel DD IS: 513-63/ 10 КЛ GOST 914-56	Cold Rolled Carbon Steel Sheet IS: 513 or equivalent	
12	Packing Strip	32205027	16	Steel DD IS: 513-63/ 10 КЛ GOST 914-56	Cold Rolled Carbon Steel Sheet IS: 513 or equivalent	
13	Pin	42.8939.001	24	1X13 GOST 5949-61	X10Cr13 / X20Cr13 in Hardened & Tempered condition (Yield Strength: ≥ 345MPa, % Elongation: ≥ 20)	
14	Special Key	32205031	4	STEEL St 42-S IS:226-62/ 25 GOST 1577-53	Carbon Steel: IS: 2062 or equivalent	
15	Special Key	32205032	2	STEEL St 42-S IS:226-62/ 25 GOST 1577-53	Carbon Steel: IS: 2062 or equivalent	
16	Locking Plate	32206002	2	STEEL St 42-S IS:226-62/ МсТ3 GOST 500-58	Carbon Steel: IS: 2062 or equivalent	
17	Screws	32206005	10	25x1MØ GOST 10500-63/ КЛ 60-III МТу 9-65	21CrMoV57 as per HW10673/EN10269	
18	Screws	32205049- 1, 6, 7	4	STEEL 4.8 IS: 1367-67/25	Property class - 4.8	
19	Packing	31205081	4	1X13 GOST 7350-66	SS 410 / X10Cr13 in annealed condition	

NOTE: 1. Material deviation for items at Sl. No. 1 & 2 is not permitted.

2. For balance items (Sl. No. 3 - 19), equivalent material may be considered subject to prior approval from BHEL. Proposed material grade and their specification (in English Language) to be submitted to BHEL for review and approval. BHEL reserves the right to accept or reject the proposed material.

SIGNATURE AND SEAL OF VENDOR

HEEP	<u>PURCHASE SPECIFICATION</u>		0500.303		
	<u>PURCHASE SPECIFICATIONS FOR STEAM-TURBINE CAST DIAPHRAGMS.</u>		BASED ON		
	B. H. E. LTD. HARDWAR		REVISION		
METALLURGY DIVISION	2.60	SHEET NO. 1		TOTAL SHEETS 6	
<u>ORDERING SPECIFICATION</u>					
1.0 <u>SCOPE:</u>					
1.1. The present specification covers the requirements of Grey Iron Castings of Diaphragms embedded with finish blades for Steam Turbines.					
1.2. The general requirements relating to the supply of Grey Iron Castings shall conform to IS:1387-1959 (General requirements for the Supply of Metals and Metal Products.)					
2.0 <u>DESIGNATION, CAST IRON GRADE ETC.</u>					
2.1. The following information shall be taken from the Drawing.					
2.1.1 Grade of Cast Iron.					
2.1.2 Number of the Present Specification.					
2.2 The material of the casting shall be designated in the following manner on the drawing.					
(G.C.I 30) I.S:210-78 [Ⓢ] GR. FG 300 [Ⓢ] 0500.303					
3.0 <u>MATERIAL AND METHOD OF MANUFACTURE:</u>					
3.1 The material of the Diaphragm shall be G.C.I 30 as specified in the Drawing.					
3.2 The castings shall be cast from the metal melted or refined in any suitable metallurgical Plant other than an iron ore smelting furnace.					
3.3 The castings shall be accurately made in accordance with the finish/ Casting drawings supplied by B.H.E.L., Hardwar with additions of letters, figures or marks as specified in the Purchase order/drawings.					
3.4 The supplier shall make/submit the casting drawing indicating the parting line and the location of runners, risers etc. to B.H.E.L., Hardwar for their approval before manufacturing the castings.					
3.5 The castings shall be heat-treated for Stress- relieving before and after rough machining. The temperature of Stress-relieving should however be 500-550°C.					
4.0 <u>TECHNICAL REQUIREMENTS</u>					
4.1. The chemical composition of the castings is optional and shall be at the discretion of the supplier. The S and P contents shall					
Cont/-2.					
INVENTORY NO. P-1255	REV. 01 REAFFIRMED DT. - 5.2.2007	WORKED BY Bashu 28/10	CHECKED BY Mithal 29/10/07	SUPERVISED MITHAL 29/10/07	STD. CONTROL R.P.Singh 4/11
		APPROVED (S.P.Singh)	IN FORCE FROM		
		CHG.	NOS.	DOCU. NO.	SIGN. DATE

Typed: SHRI KANIH

SUPERSEDES INVENTORY No. SIGN & DATE



PURCHASE SPECIFICATION FOR STEAM TURBINE CAST DIAPHRAGMS

0500.303

Sheet No. 2 of 6

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however, not exceed 0.12% and 0.3% respectively.

- 4.1.1 : The Silicon content of these castings must be sufficient to prevent chilling.
- 4.1.2 : The material is allowed to be inoculated / modified.

4.2 : MECHANICAL PROPERTIES

- 4.2.1 : The results of Mechanical tests for each heat on test pieces taken out from separately cast test bars, prepared and tested as per relevant standards must conform to values specified in Table 1.

TABLE 1

GRADE OF G.C.I.	DIAMETER OF TEST BAR (as cast) mm	TENSILE STRENGTH Kg / mm ² Minimum	TRANSVERSE TEST			Brinell Hardness HB
			Breaking LOAD Kg. Minimum	Corresponding Transverse Rupture Stress Kg / mm ² Minimum	Deflection mm Minimum	
IS:210 Gr: FG 300 (G.C.I. 30)	45	27	2600	43.6	7.5	180 to 230

4.3 : TEST BARS

- 4.3.1 : The test bars shall be cast separately. They shall be poured at the same time and from the same ladle of metal as the casting they represent. A sufficient number of test bars to meet the requirements under 4.2.1 and for repeat testing shall be provided.
- 4.3.2 : When castings are moulded in loam or dry sand, the test bars representing the castings shall be cast in dry sand. When casting is moulded in green sand, the test bars representing casting shall be cast in green sand or dry sand. If the castings are produced in any other mould material, the material to be used for the mould for the test bars shall be as agreed upon between the supplier and BHEL, Haridwar.
- 4.3.3 : When castings are subjected to heat-treatment, the test bars shall be treated simultaneously under the same conditions as the castings they represent.
- 4.3.4 : All test bars shall be suitably marked to identify them with the castings they represent.

SIGN & Date

REV. 01

INVENTORY No.

P.R.S.S.


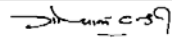
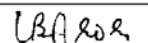
SUPERCEDES THE OLD SHEET UNDER THE SAME NUMBER
E:\GNTANDON\0500303B.doc TSX(MTE)-01-64
NAME: G.N.T. DATE: 20-03-07


WORKED BY: **G.N. TANDON**

G.N. Tandon

CHECKED BY: **V.B. ARORA**

V.B. Arora

SUPERSEDES INVENTORY No.	SIGN & DATE		PURCHASE SPECIFICATION FOR STEAM TURBINE CAST DIAPHRAGMS		0500.303
					Sheet No. 3 of 6
INVENTORY No.	SIGN & DATE	<p>4.4 : SHAPE, DIMENSIONS AND TOLERANCES:</p> <p>4.4.1 : The castings are required to be supplied in rough machined condition as per the drawing supplied by BHEL, Haridwar.</p> <p>4.4.1.1 : The blades as per our PS 0500.706 are of finish machined and finish ground condition and utmost care should be taken by the supplier while embedding the blades in the core of the Diaphragm, to avoid any damage to the blade.</p> <p>4.4.1.2 : The blades drawings shall be supplied to the manufacturer by BHEL, Haridwar. The supplier shall manufacture the blades at their own works or arrange for the manufacture from his known sources as per Purchase Specification No. 0500.706.</p> <p>4.4.2 : When the Drawings supplied to the manufacturer are of finish machined Diaphragm and the casting are to be delivered in the condition mentioned in Clause 4.4.1, then the manufacturer shall supply the drawing prepared by him showing the dimensions and shape of the casting which he proposes to supply taking into account the necessary finishing allowances for BHEL, Haridwar. An allowance of 6-7 mm per side on rough machined surfaces shall be left for finish machining at BHEL, Haridwar.</p> <p>4.4.2.1 : Small holes and grooves on the casting shall be left solid by the supplier.</p> <p>4.4.2.2 : Cast surfaces of canals must be smooth and clear without any cracks and sand inclusions.</p> <p>4.4.3 : For any other tolerances and allowances, the drawings shall have to be referred to and adhered to.</p> <p>4.5 : Those portions of the blades which shall be embedded in the Diaphragms should be tinned for obtaining proper bonding before the casting operations.</p> <p>4.6 : Over and above the technical requirements covered in the relevant drawings besides this specification must also be met with by the casting.</p> <p>4.7 : On steam inlet side, the supplier must provide finish machining allowance of about 5 mm upto the depth shown by dotted line on the relevant drawing for finishing at BHEL, Haridwar.</p> <p>5.0 : FREEDOM FROM DEFECTS</p> <p>5.1 : All castings are expected to be free from surface and internal flaws.</p> <p>5.2 : Rough surface, sand / slag inclusions, slabs, surface cracks, blow holes and porosity, misruns and cold shuts, distortions are not allowed if they are not removable by subsequent finishing machining without altering the finish dimensions / strength of the castings. Surfaces shall not be peened. Plugged or impregnated to cover the surface defects.</p> <p>6.0 : INSPECTION & TESTING AT SUPPLIER'S WORKS</p> <p>6.1 : The castings are inspected by the inspection department of the supplier's plant on the basis of the present specifications.</p> <p>6.2 : Following is the basis for inspection.</p>			
1-1255	28/05/07	REV. 01	WORKED BY:	G.N. TANDON	
			CHECKED BY:	V.B. ARORA	
<p>SUPERSEDES TO OLD PS 0500.706</p> <p>ENGINEER TANDON 0500.303B.doc</p> <p>CHANGED BY TSX(MTE) -01-64</p>					

SUPERSEDES INVENTORY No.	SIGN & DATE		PURCHASE SPECIFICATION FOR STEAM TURBINE CAST DIAPHRAGMS		0500.303
					Sheet No. 4 of 6

SUPERSEDES INVENTORY No. SIGN & DATE
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6.2.1 : Mechanical Properties

6.2.1.1 : The results of mechanical tests on separately cast test pieces conducted as per relevant standards shall conform to values given in Table-1.

6.2.1.2 : Tensile test shall be carried out in accordance IS:2078 (Method for Tensile Testing of Grey Cast iron) or equivalent standard.

6.2.1.3 : Brinell Hardness Test shall be carried out as per IS: 1500 (Method for Brinell Hardness Test for Metallic Materials) or equivalent standard.

6.2.1.3.1 : Hardness test shall be conducted on each and every casting on the face of the inner & the outer rim the outer rim of the diaphragm at least at four places.

6.2.1.4 : Transverse test shall be performed in accordance with IS:210 Appendix A. The minimum test requirement shall be as given in Table- 1.

6.2.2 : Dimensional checking.

6.2.2.1 : Dimensional accuracy should be as per relevant drawings supplied to the manufacturer.

6.2.3 : Dye Penetration Testing.

6.2.3.1 : Dye Penetration Test to locate surface flaws shall be carried out as per specification no. AA0850131 on all joints, corners or locations where there is a change in the section .

6.2.3.2 : Dye Penetration Test shall also be carried out at the places where blades are embedded in the casting. Cracks and lack of bondage between the blades and the casting are not permissible.

7.0 : RE-TESTING

7.1 : If results of the mechanical tests are found unsatisfactory, re-testing shall be performed on double the number of specimens which has given unsatisfactory results.

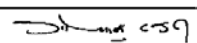
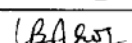
8.0 : TESTS at BHEL, Haridwar

8.1 : BHEL, Haridwar reserves the right of re-checking the castings in accordance with present specification. In case of unsatisfactory results of testing, the casting shall be rejected.

8.2 : One half of the total test pieces is to be dispatched along with the casting for necessary re-checking of mechanical properties at BHEL, Haridwar duly marked for each heat.

8.3 : Each and every diaphragm after final machining at BHEL, Haridwar will be subjected to a Deflection test and the Diaphragms, if manufactured as per this specification, should conform to deflection values given in Table-2.

8.3.1 : If the castings fail to withstand the above test at this stage, the same shall be rejected and will have to be replaced free of cost by the supplier immediately.

INVENTORY No.	SIGN & DATE	REV. 01	WORKED BY:	G.N. TANDON	
			CHECKED BY:	V.B. ARORA	

SUPERSEDES THE OLD DRAWING SHEET UNDER THE SAME NO. FOR CHANGE BY TSX (MTE)-01-64
 NAME SNT. DATE 20-08-01

SUPERSEDES INVENTORY No.

SIGN & DATE

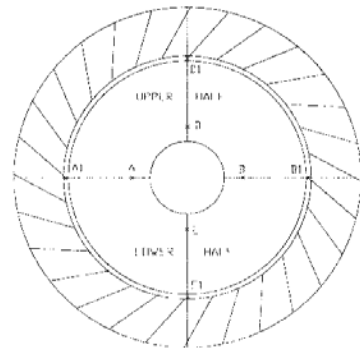
SIGN & DATE

INVENTORY No.



PURCHASE SPECIFICATION FOR STEAM TURBINE CAST DIAPHRAGMS

0500.303
Sheet No. 5 of 6



STEAM TURBINE 200 MW ALLOWABLE DEFELECTION OF DIAPHRAGMS

TABLE : 2

STAGE NO.	OIL PRESSURE atm., gauge	DEFELECTION				REMARKS
		at SEALING A,B		At ROOT A1,B1		
		Minimum	Maximum	Minimum	Maximum	
23	13.0	1.7	2.1	1.6	2.0	
24,28	12.0	3.6	4.3	3.6	4.3	
25,29	10.5	1.0	1.4	0.8	1.2	
26,30	7.5	0.9	1.2	0.9	1.2	

- ✓ Residual Deformation is not allowed.
- ✓ Difference in deflection at points A & B, D & E, A1 & B1 and D1 & E1 should not exceed 0.15 mm.

- 9.0 : PRESENCE OF BHEL's REPRESENTATIVE**
- 9.1 : For Indian Suppliers**
- 9.1.1 :** The tests and the inspection are to be conducted in the presence of representative of BHEL, Haridwar
- 9.1.2 :** The representative of BHEL, Haridwar shall have free entry at all times while the work on the contracts is being carried out. All reasonable facilities shall be provided to the representative including labour to satisfy himself that the castings are made to these specifications. The supplier shall provide and prepare necessary test specimens and supply labour and appliances for such testing as may be carried out in his premises. Failing facilities at his own works for carrying out the prescribed tests, the supplier shall make necessary arrangements for carrying out the prescribed tests elsewhere.
- 9.1.3 :** The representative of BHEL, Haridwar should be present during pouring the test sample, machining the test pieces and shall witness the testing in the laboratory.

REV. 01

WORKED BY: G.N. TANDON <i>[Signature]</i>	
CHECKED BY: V. B. ARORA <i>[Signature]</i>	

ENGNTANDON0500.303B006

PERFORMS THE REV. WORK/SHEET UNDER THE SHEET NUMBER

CHANGE NO. **TSX(MFE)-01-44**

NAME *[Signature]* DATE **20-3-01**

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SUPERSEDES INVENTORY No.	SIGN & DATE		PURCHASE SPECIFICATION FOR STEAM TURBINE CAST DIAPHRAGMS		0500.303
					Sheet No. 6 of 6

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The test bars must be marked in such a manner that the inspection marks are visible. Wherever necessary the re-punching is done in presence of representative of BHEL, Hardwar.

- 9.2 : For overseas supplier**
- 9.2.1 :** Normal testing: The normal test certificate shall be approved by the testing authorities duly appointed by BHEL, Hardwar for the purpose s who will be present during testing. The name of the authorised agency shall be intimated after placing the order.
- 9.2.2 :** In case any special discussions are to be held in connection with the various clauses of these specifications, the information may be sent directly to BHEL, Haridwar. India under intimation to the authorised testing agency sufficiently in advance so that the arrangements are made to dipute, the technical representative to supplier's works for study and action.
- 10.0 : MARKING AND DOCUMENTATION**
- 10.1 :** Each casting shall be marked or stamped with Drawing no., Batch no.(Testing no), Heat no. and Inspection seal. All test pieces are to be stamped with suitable identification marks to identify the casting which it represents.
- 10.2 :** Certificate (in minimum four copies) should accompany each accepted Diaphragm along with the following details:
 - 10.2.1 :** Drawing No.
 - 10.2.2 :** Grade of Cast Iron
 - 10.2.3 :** Batch No., Heat No.
 - 10.2.4 :** Result of Mechanical Testing & Hardness
 - 10.2.5 :** Results of Dye Penetration Test
 - 10.2.6 :** Results of Chemical Analysis for Sulphur and Phosphorous only.
 - 10.2.7 :** Stress Relieving Regimes followed
- 11.0 : PACKING AND TRANSPORTATION**
- 11.1 :** The castings shall be protected against corrosion with anti-corrosive compounds and then despatched
- 12.0 : PATTERN**
- 12.1 :** Pattern equipment shall be the property of the purchaser and the same along with pattern drawing (inspection purpose) shall have to be surrendered on demand, otherwise preserved at supplier's end.
- 13.0 : DEVIATION**
- 13.1 :** For any deviation from the technical delivery condition, prior approval must be obtained from BHEL, Haridwar.
- 14.0 : REJECTION**
- 14.1 :** BHEL, Haridwar reserves the right to reject the casting not found in conformity with these specification if rejected, manufacturer shall make arrangements for replacement of the casting free of cost and rejected casting will be sent back to the supplier after satisfying commercial terms and conditions.
- 15.0 : CROSS REFERRED DOCUMENTS**

IS:210 , IS:1387, IS1500 , IS:2078, SPECIFICATION : 0500.706, AA 0850131

INVENTORY No. **8-1255** SIGN & Date **20/03/01**
 REV. 01

INVENTORY No. 8-1255	SIGN & Date 20/03/01	SUPERSEDES THE REV. 00 SHEET UNDER THE SAME NUMBER CHANGE ANY TSX (MTE)-01-54 NAME GNT - SGT - DATE 20-03-01	WORKED BY: G.N.TANDON	<i>[Signature]</i>
			CHECKED BY: V.B. ARORA	UBARSE

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

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR				APPROVED BY

ANNEXURE- 3

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS FOR TWO PART TENDER

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.

You are requested to kindly confirm /clarify the following:-

S.No.	Description	Your Confirmation
1.	Vendor to confirm that they meet each & every clause of our Specifications/Drawings.	
2.	If “No” to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3.	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4.	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening	
5.	Confirm that un-priced part of price bid is enclosed with technical commercial offer.	
6.	Confirm that prices have been quoted on CIF basis (For Foreign vendors)	
7.	Confirm that Loading Port has been mentioned.	
8.	Confirm that prices have been quoted on FOR BHEL Haridwar basis. (For Indigenous vendor)	
9.	Confirm that prices shall be firm and fixed throughout delivery period.	
10.	Confirm that preferably payment term shall be “100% payment after receipt and acceptance of material”.	
11.	LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, your prices shall be loaded to the extend LD penalty not accepted by you.	
12.	Confirm that all test certificates / Guarantee certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents	
13.	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	
14.	Confirm specifically that material shall be supplied as per tender documents.	
15.	No grace period in delivery is acceptable. Please quote delivery accordingly.	
16.	Ink signed order acceptance shall be furnished within 15 days of order placement.	
17.	Confirm if there is Indian agency commission included in your price.	
18.	Please confirm your acceptance for Reverse Auctioning of these items.	
19.	In case of PO (if any), Invoices against goods and services have to be submitted immediately after supply of goods and services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc., shall be to the vendor’s account (For Indigenous vendor). Kindly confirm.	
20.	‘In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.’ Kindly confirm.	

ANNEXURE - 6

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 federal laws of Switzerland excluding it's choice of law rules.

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 Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.
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: Shri B.M.Bansal, General Manager- Materials Management

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 :

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 per the latest audited financial year 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

(Strike off whichever is not applicable)

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.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant