



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

Tender No.: **L/6433/15/6708D/1**

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

S. No.	Tender No.	Description of Item	Qty Nos.	Delivery Schedule	Opening Date
1	L/6433/15/6708D/1	1. TLMW62752081 CROWN HEADS FOR DRILLING OF HOLE SIZE DIA:25.65-25.80MM IN TITANIUM CLADDED MAIN TUBE PLATE (MTP) ON SIX SPINDLE CNC DRILLING M/C USING SIX SPINDLE MODE SIZE: DIA 25.65-25.80MM DIM.: DIA IN MM	600 600	25.06.2016 25.07.2016	15.06.2016
		2. TLMW62779346 CROWN HEAD INSERT TYPE DRILL BODY WITH SHANK DIA 32 MM SUITABLE FOR BT50 DAPTOR, THROUGH COOLANT SYSTEM & MINIMUM FLUTE LENGTH=85MM FOR DRILLING OF HOLE SIZE DIA25.65-25.80MM IN TI-CLADDED MAIN TUBE PLATE(MTP) ON SIX SPINDLE CNC DRILLING M/C USING SIX SPINDLE MODE SIZE: DIA 25.65-25.80MM DIM.: DIA IN MM	6 6	25.06.2016 25.07.2016	
		3. TLMW62794205 CLAMPING SCREW FOR TIGHTENING CROWN WITH DRILL BODY	24 24	25.06.2016 25.07.2016	
		4. TLMW62794272 SCREW DRIVER FOR CLAMPING SCREW	6 6	25.06.2016 25.07.2016	
		5. TLMW68476477 BT50 ADAPTOR SUITABLE FOR DRILL BODY HAVING SHANK DIA 32MM (CYLINDRICAL WITH FLAT) SIZE: 32 MM DIM.: DIA IN MM	6 3	25.06.2016 25.07.2016	
		6. TLMW68476485 GRUB SCREW	25 25	25.06.2016 25.07.2016	
		7. TLMW68476493 ALLEN KEY FOR GRUB SCREW	6 6	25.06.2016 25.07.2016	

1. Annexure-a, b & c attached for specification of tools required for drilling of titanium clad MTP on CNC 6-spindle drilling m/c, conditions to be offered & confirmed by vendor & scope of supply. party to quote & confirm accordingly.
2. All items to be procured from same source for compatibility consideration.
3. Payment of first lot shall be released only after successful drilling of one Titanium-clad MTP with supplied set of tools in first lot within specified drilling accuracy & surface finish as per details in annexure-A.
4. Second lot shall be supplied on intimation as per BHEL requirement.
5. Vendor to stand guarantee for proper fitting & smooth working of tools with six spindle CNC drilling m/c (plan no-3-011). party to confirm.
6. Early delivery is also acceptable.

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in, after downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit tender fee of Rs. 2,000.00 for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) against each tender if documents (in hard copies) are required from BHEL. Vendors must also remit the requisite EMD Rs 1,50,000/- (Rupees One Lakh and fifty thousand) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. **If EMD is not submitted along with offer, then 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) are not required to submit EMD & tender fees. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

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

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

PMD vendors registered with HEEP, Haridwar in PMD TL 107 are exempted from submitting of EMD. However vendor registered in PMD TL 107 has to mention the vendor code in which it is registered with HEEP, BHEL Haridwar.

The date for opening of tender shall be (tentative) 15.06.2016. Tenders will be received up to 1.45 P.M. on **15.06.2016** 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 15.06.2016) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

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

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

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. 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.**

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.

Unregistered vendors may please visit our site www.bhel.com for downloading Supplier Registration Form.

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

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

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

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

ESSENTIAL INSTRUCTIONS

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

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

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


- ❖ **Part I** – Tender fee and Earnst Money Deposit or NSIC certificate for exemption of tender fee and Earnst Money Deposit, Supplier Registration Form (As applicable), Non Disclosure Agreement & Prequalifying conditions.
- ❖ **Part II** – Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part).
- ❖ **Part III** – Price Bid.


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

* Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. 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.**

PQR FOR MPR:20150967/INDENT 20156708

01.00	PRE QUALIFYING CONDITIONS	Required	Offered	Remarks
01.01	a.)Only OEM vendors who are manufacturing and supplying Indexable insert/crown head type drilling tools for drilling of Tube sheet on Multi Spindle Drilling machine with minimum four(4) Spindle as part of their standard product range and such tools are presently working satisfactorily should quote. Copy of relevant pages of catalogue to be submitted with offer for verification b.) In addition to above, vendor must have supplied such tooling solution for drilling of Titanium cladded Main Tube Plate in the past. This is required from all the vendors for qualification of their offer.	vendor to submit/agree		
01.02	Name of the customer / company where referred tools were supplied.	vendor to submit/agree		
01.03	Complete postal address of the customer.	vendor to submit/agree		
01.04	Month & Year of previous supply of referred tools.	vendor to submit/agree		
01.05	Size & Type of Tools referred.			
01.06	Thickness of Plate and cladding.			
01.07	Name, designation and contact details(phone number, fax number and email address) of contact person of the customer to whom referred tools were supplied.	vendor to submit/agree		
01.08	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers are liable to be rejected.	vendor to submit/agree		
01.09	Authorised dealer/distributor/stockist of Original Tool Manufacturer can also quote in case Original Manufacturer complies all qualifying conditions. Copy of authorisation certificate is to be submitted with offers.	vendor to submit/agree		
01.10	All qualified vendors are required submit 1 set of tools as sample for trial on free of cost within around a month from confirmation for submission of sample tools from Purchase-BHEL, once offers are technically scrutised and are found to be in order as per specification. <i>1 set of tools refers to Six(6) No of Drill Body with suitable no. of inserts/crown heads & other accessories if any required for trial purpose on any available Test Piece of Ti-cladded MTP for minimum Two Row of Holes i,e 6x2=12 nos of holes on Six Spindle Drilling M/c.</i>	vendor to agree		
01.11	Sample of tools submitted in technical bid can be taken back by vendor after trial has been completed. Sample of tools after its use during trial may or may not be in good condition. Vendor must be ready to take the sample in damage/consumed condition. For this, vendor must express his intention explicitly to take sample tool back in technical bid itself.	vendor to submit/agree		
02.00	TECHNICAL ACCEPTANCE CRITERIA:			
02.01	One set of tools required to be submitted as per clause 01.10 shall be tried on any available Test Piece of Titanium cladded MTP for minimum Two Row of Holes i,e 6x2=12 nos of holes on Six Spindle Drilling M/c as per technical details in annexure-A.	vendor to submit/agree		
2.02	Offers of only those vendors shall be considered technically qualified whose sample tools meet the requirement of drilling of Ti- Cladded MTP test piece as per hole size & other details given in specification (Refer Annexure-A).	vendor to submit/agree		


Prashant Kumar
Engineer (MT)


 10/5/16
(B.K. Basu)
AGM/WTX

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**Specifications of Tools required for Drilling
of Titanium clad MTP on CNC 6-spindle Drilling machine in Block VI
(Fabrication), BHEL, Haridwar**

Annexure-A

Requirement of tooling :

Vendor is required to deliver Drill Bodies(with min. Flute length=85mm, through coolant system),Indexable Inserts/Crown Heads,BT-50 Adaptors(with through coolant system),screws other accessories etc for drilling of holes size dia:25.65-25.80 mm as per annex.-C, in titanium clad Main Tube Plate(MTP), thickness of Main Tube Plate=46 mm/Ti-cladding thickness =6mm/steel thickness=40 mm on Six CNC Multispindle Drilling Machine using Six spindle mode as per required accuracy & surface finish.

Operations to be performed:

Only drilling operation is to be carried out. No Chamfering/Countersinking operations are to be considered. Main tube Plate is to be drilled as per layout drawing.

- Each MTP shall consist of 14878 holes of Dia 25.65 -25.80 mm
- Thickness of Main Tube Plate = 46 mm
Ti Cladding thickness =6 mm,
MS thickness =40

Setup:

At first, the MTP shall be clamped on all four sides on the machine bed plate. About 70 holes will be drilled on single spindle mode at dispersed locations for clamping the plate through bolts so that the MTP can be rigidly clamped with bed plate to avoid vibrations during drilling operation. After that drilling shall be carried out in 6 spindle mode as per CNC program.

Drilling requirements:

No of Holes per plate	=	14878 nos
Hole size to be achieved	=	Dia 25.65 -25.80
Thickness of Plate	=	46mm
Drilled hole finish	=	Ra 6.3 or better.
Drilled hole Ovality	=	0.03 mm max.
Drilling time per hole	=	15 Sec (Max)
Drill flute length	=	85 mm (min.)
Shank dia of drill body	=	32mm.
Drill diameter	=	To be informed by vendor.

Main tube plate Material:

Plates of Structural Steel conforming to IS 2062 Grade B or DIN EN 10025 Gr S275 J2G3.
Cladded metal: AS per ASTM B265, Gr: 1

Machine: (BHEL Plant)

Complete drilling shall be carried out using CNC programs provided by BHEL, on existing CNC Multi-spindle drilling machine having major specifications as below:

Make: Heinrich Georg, Germany (Model No: GPBF-VP 60-6/55-100/6-28)

Spindle Power: 28 kW

RPM: 10-1000-3200 rpm infinitely variable

Coolant: Through Coolant @ 20 bar.

Spindle: BT 50 as per DIN 2079

Sudeep
30/3/16

Rameng
30.03.16

**Specifications of Tools required for Drilling
of Titanium cladded MTP on CNC 6-spindle Drilling machine in Block VI
(Fabrication), BHEL, Haridwar**

Annexure-B

Conditions (To be offered & confirmed by vendor):

- a. Vendor to deliver complete set of tools as per lot-1 to drill holes of Dia: 25.65-25.80 mm) in Ti-Cladded Main Tube Plate (MTP) of 46mm thickness as per details in annexure-A.
- b. Price breakup of each item as per Annexure-C shall be provided by vendor.
- c. For compatibility considerations, all required items shall be procured from same source.
- d. First lot shall be supplied as per PO delivery schedule while second lot shall be supplied on intimation as per our requirement.
- e. Payment for first lot shall be released only after successful drilling of one Ti-Cladded MTP with supplied set of tools in first lot within specified drilling accuracy & surface finish as per details in Annexure-A.
- f. Vendor to submit cutting parameters and technical literature/catalogue pages for required tooling and confirm adherence to drilling requirements mentioned in Annexure-A & C.
- g. Vendor is required to keep lot 2 tools ready with them for supplying at short notice after satisfactory performance of Lot 1 tools.

Indeep
30/3/16

Indeep
30.03.16
BLMUNA
SDGM(WT)

SCOPE OF SUPPLY OF KRISHNAPATNAM Ti CLADDED MTP TOOL

Annex.-C

SI	DESCRIPTION /	SIZE DIMENTION.	UNIT			
NO	SPECIFICATION OF THE ITEM	/ ORDERING NO.	ST / NO	LOT1	LOT2	TOTAL QTY.
1	CROWN HEAD INSERT TYPE DRILL BODY FOR SUITABLE BT50 ADAPTOR, THROUGH COOLANT SYSTEM & MINIMUM FLUTE LENGTH=85MM , SHANK DIA 32 MM FOR DRILLING OF HOLE SIZE DIA:25.65-25.80 MM IN TI- CLADDED MAIN TUBE PLATE(MTP) ON SIX SPINDLE CNC DRILLING M/C USING SIX SPINDLE MODE	No of Holes=14878 Ti thickness=6mm MS thickness=40mm	NO	6	6	12
2	CROWN HEADS FOR DRILLING OF HOLE SIZE DIA:25.65-25.8 MM IN TITANIUM CLADDED TUBE PLATE (MTP) ON SIX SPINDLE CNC DRILLING M/C USING SIX SPINDLE MODE.	as above	NO	600	600	1200
3	BT-50 ADAPTOR SUITABLE FOR DRILL BODY HAVING SHANK DIA 32(CYLINDRICAL WITH FLAT)	as above	NO	6	3	9
4	CLAMPING SCREW FOR CROWN TIGHTENING WITH DRILL BODY	as above	NO	24	24	48
5	SCREW DRIVER FOR SCREW	as above	NO	6	6	12
6	GRUB SCREW	as above	NO	25	25	50
7	ALLEN KEY FOR GRUB SCREW	as above	NO	6	6	12

Indef
30/3/16

Aruleno
30-03-16
Bumeng
SDM (MT)

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 :

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.

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.