

Annexure 4

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 its 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.

 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Piston Ring (Sealing Ring with Gap) (Material code- W97310525043: Drawing No. 01052556341)	PQR No. STE-ST166-01 PGMA-10525 Rev.00
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Description of item:
A) Item Detail: Piston Ring (Sealing Ring with Gap):

Piston Ring (Sealing Ring with Gap), Refer Fig.1 (Material code-W97310525043) made of material CoCr20W15Ni or Equivalent (like Hayness 25) is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between HP Inner casing & Outer casing and are subjected to application parameter of temperature 392°C and pressure 75 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine.

B) Technical details:

Raw material for the Piston Ring is CoCr20W15Ni, Material-no. 2.4964 acc. to BS HR.40 or Equivalent (like Hayness 25) and melting acc. to AMD 1805.

The Piston Ring shall be delivered in precipitation hardened condition.

Piston Ring with gap design shall have Outer Diameter 1660mm, Thickness 25mm & Width 25mm.

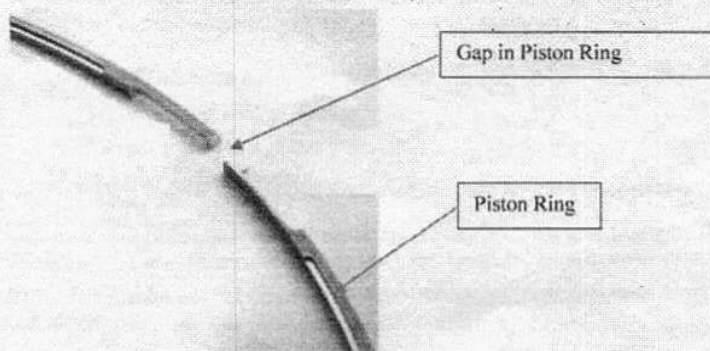


Fig.1. Piston Ring (Sealing Ring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)


- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Piston ring (Sealing Ring with gap) of size Outer diameter 1500mm or above, made of material CoCr20W15Ni (like Hayness 25) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.

Table-1

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email - Id of contact person	Purchase order No.	Date of Supply	Size of Piston ring (Sealing Ring with gap) i.e. Inner Diameter, Outer Diameter & Width	Raw material of Piston Ring	Qty.

 HARIDWAR	<p align="center">PRE-QUALIFICATION REQUIREMENTS</p> <p align="center">Item: Piston Ring (Sealing Ring with Gap) (Material code- W97310525043: Drawing No. 01052556341)</p>	<p align="center">PQR No. STE-ST166-01</p> <p align="center">PGMA-10525 Rev.00</p>
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- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Piston ring (Sealing Ring with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Piston Ring (Sealing Ring with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Piston Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required

Annexure-1

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Piston Ring shall be as per BHEL drawing (Drawing no. 01052556341) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Piston Ring shall be CoCr20W15Ni, Material-no. 2.4964 acc. to BS HR.40 or Equivalent (like Hayness 25) and melting acc. to AMD 1805. The Piston Ring shall be delivered in precipitation hardened condition	
3	In annealed condition properties of Piston Ring shall be as follows: a) 0.2% Proof strength must be $\geq 340 \text{ N/mm}^2$ b) Tensile strength must be $\geq 860 \text{ N/mm}^2$ c) Elongation must be $\geq 35 \%$ d) Hardness must be $\leq 282\text{HB}$ or $\leq 290\text{HV}$	
4	In precipitation hardened condition the hardness of Piston Ring has to be $\geq 340\text{HV}$	
5	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Piston Ring between material-no. 2.4964 acc. to BS HR.40, melting acc. to AMD 1805 and BHEL drawing requirement, later (i.e. BHEL Drawing) will prevail.	

Description of item:

A) Item Detail: Spring Ring (with Gap):

Spring Ring (with Gap design), Ref. Fig-1 (Material code-W97310525051) made of material NiCr20Co18Ti or Equivalent (like Nimonic 90) is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between HP Inner casing & Outer casing and are subjected to application parameter of temperature 392°C and pressure 75 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine

B) Technical details:

Raw material for the Spring Ring (Cockle Spring) is NiCr20Co18Ti, Material-no. 2.4632 acc. to BS 2HR.202 or Equivalent (like Nimonic 90).

The Spring Ring shall be delivered in precipitation hardened condition.

Spring Ring with gap design shall have dimension with Outer convolution edge Ø1608.5mm, Inner convolution edge Ø1559.42mm, Thickness 1.5mm, Width 23.12 & end gap of 25mm

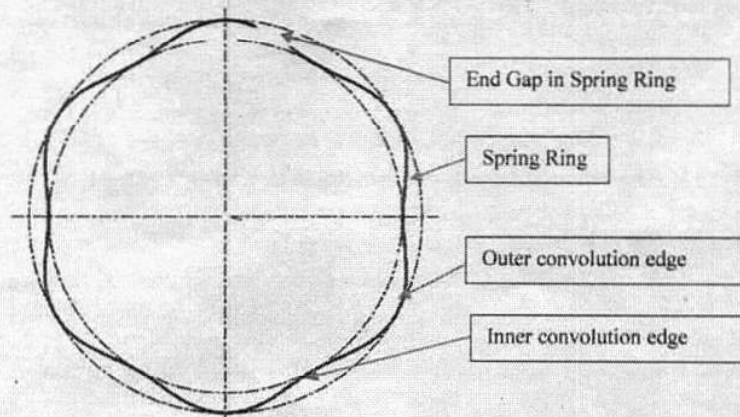


Fig.1. Spring Ring (Cockle Spring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)

- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Spring ring (with gap) of size Outer diameter 1500mm or above, made of material NiCr20Co18Ti (like Nimonic 90) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.


 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525051: Drawing No. 31052556342)	PQR No. STE-ST166-02 PGMA-10525 Rev.00
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Table-1

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email- Id of contact person	Purchase order No.	Date of Supply	Size of Spring ring (with gap) i.e. Outer convolution edge Ø, Inner convolution edge Ø, Thickness, Width & end gap	Raw material of Spring Ring	Qty.

- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Spring ring (with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Spring Ring (with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Spring Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required

Annexure-I

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Spring Ring shall be as per BHEL drawing (Drawing no. 31052556342) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Spring Ring (Cockle Spring) is NiCr20Co18Ti, Material-no. 2.4632 acc. to BS 2HR.202 or Equivalent (like Nimonic 90). The Spring Ring shall be delivered in precipitation hardened condition	
3	In precipitation hardened condition properties of Spring Ring shall be as follows: a) 0.2% Proof strength must be $\geq 695 \text{ N/mm}^2$ b) Tensile strength must be $\geq 1080 \text{ N/mm}^2$ c) Elongation must be $\geq 15 \%$ d) Hardness must be $\geq 280 \text{ HV}$	
4	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Spring Ring between material-no. 2.4632 acc. to BS 2HR.202 and BHEL drawing requirement, latter (i.e. BHEL Drawing) will prevail.	



HARIDWAR

PRE-QUALIFICATION REQUIREMENTS

Item: Spring Ring (with Gap)
(Material code- W97310525060; Drawing No. 41052556051)

PQR No. STE-ST166-03

PGMA-10525 Rev.00

Description of item:

A) Item Detail: Spring Ring (with Gap):

Spring Ring (with Gap design), Ref. Fig-1 (Material code-W97310525060) made of material X10CrNi18-8 or Equivalent is used for sealing of steam in High Pressure steam turbine in Thermal Power Plant. This item is placed in between Shaft seal casing & Outer casing and are subjected to application parameter of temperature 450°C and pressure 6.4 Bar. This item is used to eliminate / minimise the leakage of steam from turbine and thus helps in improving efficiency of steam turbine.

B) Technical details:

Raw material for the Spring Ring (Cockle Spring) is X10CrNi18-8 (solution annealed) or Equivalent. Spring Ring with gap design shall have dimension with Outer convolution edge Ø776mm, Inner convolution edge Ø768mm, Thickness 1mm, Width 8mm & end gap of 20mm

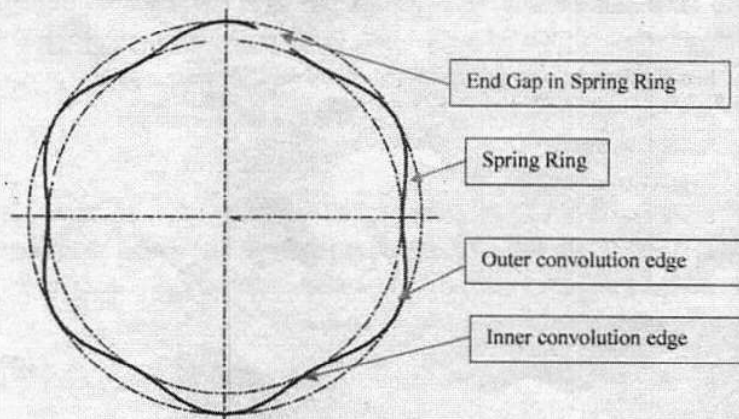


Fig.1. Spring Ring (Cockle Spring) with Gap design

Pre-Qualification Requirements:

(Items supplied in finish machined condition only will be considered for experience. Vendor must meet the following experience criteria on the date of enquiry)

- 1) Vendor must have manufactured and executed two number of Purchase orders of fully finish machined Spring ring (with gap) of size Outer diameter 700mm or above, made of material X10CrNi18-8 (solution annealed) or Equivalent to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 5 years as on the date of enquiry.

In support of above specified experience requirement, supplier has to furnish the following:

- A. Two copies of Unpriced Purchase Order with details as per Table-1.


 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS	PQR No. STE-ST166-03
	Item: Spring Ring (with Gap) (Material code- W97310525060: Drawing No. 41052556051)	PGMA-10525 Rev.00

Table-1


Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email - Id of contact person	Purchase order No.	Date of Supply	Size of Spring ring (with gap) i.e. Outer convolution edge Ø, Inner convolution edge Ø, Thickness, Width & end gap	Raw material of Spring Ring	Qty.

- B. Vendor to furnish complete details of documentary evidence of any one PO (which is given in above Table-1) as per below mentioned details for the supply of item Spring ring (with gap) in support of experience. The correlation of test certificates with purchase order referred in support of experience has to be ensured by supplier.
1. Test certificate covering chemical & mechanical properties.
 2. Heat treatment details of materials
 3. Dimensional reports
 4. Dispatch documents
 5. Drawings / Photographs of previously supplied Spring Ring (with gap)
- 2) Vendor to provide items acceptance certificate from OEM of Steam Turbine Manufacturer or End user for at least one Spring Ring with correlation of PO given in Table-1.
- 3) Vendor to provide point wise confirmation in Annexure-1.

General Notes:

1. Supplier to study all drawings & specifications thoroughly as given in the enquiry, before acceptance of PQR clauses.
2. In case of Non manufacturer, details of their Principal manufacturer must be provided for BHEL information and all the test certificates & documents that shall be submitted for PQR qualification shall be from Principal manufacturer only.
3. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
4. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
5. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
6. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
7. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required

Worked by	Checked by	Reviewed by	Approved by
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 HARIDWAR	PRE-QUALIFICATION REQUIREMENTS Item: Spring Ring (with Gap) (Material code- W97310525060: Drawing No. 41052556051)	PQR No. STE-ST166-03 PGMA-10525 Rev.00
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Annexure-1

Sl. No.	Technical Requirements	Supplier to confirm (Yes/ No)
1	Supplier to confirm that delivery of Spring Ring shall be as per BHEL drawing (Drawing no. 41052556051) and all the technical requirements mentioned in drawings & mentioned documents shall be met in totality.	
2	Raw material for the Spring Ring (Cockle Spring) shall be X10CrNi18-8 or A240 Type 301 or Equivalent and shall comply to following condition & properties a) Surface Finish 2E according to EN10028-2, metallicity cleaned & descaled. b) Cold rolled and solution annealed c) Tensile Strength min 540 MPa d) Yield strength min 230 Mpa	
3	In case of any mismatch found in technical requirement / mechanical characteristics/ properties of Spring Ring material standard and BHEL drawing requirement, latter (i.e. BHEL Drawing) will prevail.	



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BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281130

BHEL ENQUIRY No: T/T206/0/4215W1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine) / 2021

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.

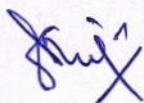
Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the items **Piston Ring & Spring Ring Annexure- (Item Details)**

SPECIAL INSTRUCTIONS OF ENQUIRY-

1. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Annexure -1 'A'; 'B' & 'C' (**Pre-Qualification Requirement/PQR**) for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
2. **Quality Requirement-**
 - 2.1. (a) **For PMD approved vendors-** Test certificates / Certificate of Conformance (COC) required.
 - 2.1 (b) **For Non-PMD Vendors-** Inspection by BHEL TPIA "BVIL" -for Indigenous vendors or 'LRS / BV/TUV' (for foreign vendors) as per BHEL approved QP. Vendor to submit Q.P for BHEL approval in BHEL Format (Annexure-2).
3. Late delivery penalty will be applicable @0.5% per week or part thereof subject to maximum of 10% of the value of respective delayed portion of the order. If vendor do not confirm late delivery penalty clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
4. Foreign vendors to either quote third party inspection charges (LRS/BV/TUV) separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. If vendor do not quote third party inspection charges or do not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the quoted prices of the offer. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.

Signature

5. Price bids shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL.
6. Vendor to offer best delivery schedule. Delivery is not sacrosanct.
7. The evaluation currency for this tender shall be INR.
8. BHEL Standard payment term is "Payment after receipt and acceptance of material/item at HEEP, BHEL-store" as per **General Instruction and Standard Terms & Condition (GISTC), Version December-2020, Rev: 05.**
9. The quotation shall be valid for a **minimum period of 120 days**, effective from the date of tender opening.
10. Vendor to ensure that their quoted rates are not more than those quoted for any other customer including other BHEL units.
11. The total quantity may undergo change at the time of ordering.
12. Test certificate and Guarantee certificate to be provided by vendor as per specification.
13. Vendor Contract clause regarding GST ITC and provision for E-invoices w.e.f. 01.10.2020 for Indian Vendors:
 - (i) W.e.f. 01.04.2021, vendor to ensure submission of E-Invoice who is having turnover of more than Rs. 50 Crs. in any preceding financial year from 2017-18 onwards.
 - (ii) It has been specified by the Govt. that it is mandatory to mention a valid unique invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-invoicing System.
 - (iii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
22. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.



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23. All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall **not** be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). This item can be procured from the vendors from countries which shares a land border with India, and in such cases, the bidders from countries which shares a land border with India, will **not** be required to be registered with the Competent Authority i.e. registration committee constituted by DPIIT. Therefore, GISTC clause "RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017" is not applicable for this case.
24. Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.
- 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, the bid received from agent shall be ignored.
 - The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
 - Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific.
 - In case order is to be placed and executed by agent following aspects are to be ensured:
 - Manufacturer of the agent should meet the PQR as defined in tender.
 - Agent should have annual turnover of at least equal to Rs. 200 Lacs during one financial year and the net worth of the agent should be positive.
 - Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery as stipulated in the NIT.
25. The remaining terms shall be as per **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC), VERSION December-2020, Rev: 05**. Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version December-2020, Rev: 05)**. Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

Vendor to submit duly filled and signed Non-Disclosure Agreement (NDA) i.e. Annexure (NDA) to get the drawings and specifications from BHEL. The dully filled NDA shall be submitted to following mail ids: ikranjan@bhel.in; deepakkumar1@bhel.in.

The tender documents can be downloaded from our web site www.bhel.com or www.hwr.bhel.com. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order /e-payment/ Demand Draft (drawn in favour of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender documents are required, then the same may be collected against copy of Pay Order / e-payment/ Demand Draft of requisite tender fee (while original to be submitted with Part-I): **However, if no hard copy of any tender documents are required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the **requisite EMD (Earnest Money Deposit) of Rs. 2,00,000/- (Rupees Two lakh only)** in the form of Pay Order/ E-payment / Demand draft (drawn in favor of 'BHEL HARIDWAR'). **If EMD is not submitted along with the offer (Part-I) then the offer shall be out rightly rejected.**

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Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

The date for opening of tender shall be tentatively **23.06.21 (four weeks)**. Tenders will be received up to 1.45 P.M. on **23.06.21** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 23.06.21) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas/ hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be outrightly rejected.

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

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

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

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Following HEEP BHEL Hardwar PMD ST183 approved vendors are exempted from submission of EMD whose vendor codes are mentioned below: -

ITEM CODE	PMD VENDOR CODE
W97310525043 W97310525051 W97310525060	M06125, M71303, M72861

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

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

For E-Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE certificate such as Udyam Certificate/NSIC/EM (Part-II) as per GISTC shall be submitted in support of Micro & Small Enterprises (MSEs).

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

Please submit separate drafts for EMD and tender fee in an envelope super-scribed with bold letters “EMD & Tender Fee” to be submitted with Part-I.

Micro & Small Enterprises (MSEs) are exempted from submission of EMD and/or Tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), Version December-2020, Rev: 05** hoisted on our website www.bhelhwr.co.in are to be submitted for availing exemption from submission of Tender Fees & EMDs.

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.

Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

**THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

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INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

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 items.

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 items.

TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR & Drawings to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

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). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com.

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

The tender shall be **submitted in three parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Point wise reply/confirmation to both **Pre-qualifying requirement Annexure (PQR)** along with all necessary supporting documents in one go. **Non-compliance of this may lead to rejection of offer.**
2. EMD (Earnest Money Deposit) Or Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

Part II (Cover-2) - Containing the following

1. **Techno -Commercial Bid-** it should be replica of price bid (copy of price bid without price part) in line with technical requirement as per drawings and documents.
2. **Annexure (Self-Certification Certificate (MII))**

Part III (Cover-3) - Containing the following

1. **Price Bid**

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All interested vendors must submit the endorsed NDA well in time to BHEL for getting drawing and specification.

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

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version December-2020, Rev: 05** for Tender Enquiries. Please visit our site www.hwr.bhel.com for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (VERSION: Version December-2020, Rev: 05)**. GISTC (VERSION: Version December-2020, Rev: 05) can also be referred by login to B2B Portal for Vendors.

REFERENCES:

Annexure- (Pre-Qualification Requirement/PQR)

Annexure- (Item Details)

Annexure- (General Instructions and Standard Terms & Conditions (GISTC), Version Dec 2020, Rev:05)

Annexure (Self-Certification Certificate (MII))

Annexure (Non-Disclosure Agreement)

Signature

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NIC ENQUIRY (ITEM DETAILS)

Annexure-3

SNO	MATCODE	MDESC	QUANTITY	UNIT	Delivery Required
1	W97310525043	DRG: 01052556341 REV: 03 PISTON RING MATERIAL:COCR20W15NI	8	NO	30/11/2021 (4 Nos.) 30/04/2022 (2 Nos.) 30/06/2022 (2 Nos.)
2	W97310525051	DRG: 31052556342 REV: 03 SPRING RING MATERIAL:NICR20CO18TI	8	NO	30/11/2021 (4 Nos.) 30/04/2022 (2 Nos.) 30/06/2022 (2 Nos.)
3	W97310525060	DRG: 41052556051 REV: 02 SPRING RING MATERIAL:~X10CRNI18-8	16	NO	30/11/2021 (8 Nos.) 30/04/2022 (4 Nos.) 30/06/2022 (4 Nos.)

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