



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 281561

Enq. No. : T/T206/2016/1226K/1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine Component) / 2016

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the **Tender No.** and **opening date** clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items :-

TENDER NO. : T/T206/2016/1226K/1				
TENDER OPENING DATE : 16/01/2017 (16th JANUARY 2017)				
SL. NO.	ITEM CODE	ITEM DESCRIPTION	QTY(NO)	DELIVERY SCHEDULE
1	W97311320062	W97311320062 Stainless Steel Strip as per HW10779, Length=600M Weight=38kg, Spec:HW10779 Rev:00, Size=8X1MM	88	31.01.2017
2	W97311202140	W97311202140 Stainless Steel Strip as per HW10779, Length=445M Weight=28kg, Spec:HW10779 Rev:00, Size=8X1MM	8	31.01.2016

SPECIAL INSTRUCTIONS:

- 1. BHEL STANDARD PAYMENT TERM i.e “PAYMENT AFTER RECEIPT AND ACCEPTANCE OF MATERIAL/ITEM AT HEEP, BHEL-STORE” AS PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC) SHALL BE APPLICABLE.**
- 2. LOADING ON ACCOUNT OF DEVIATION IN BHEL STANDARD PAYMENT TERMS SHALL BE DONE AS PER EXTANT RULES OF BHEL HARIDWAR**
- 3. THE QUOTATION SHALL BE VALID FOR A MINIMUM PERIOD OF 120 DAYS, EFFECTIVE FROM THE DATE OF TENDER OPENING.**
- 4. VENDOR TO CONFIRM THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.**
- 5. STANDARD LD CLAUSE i.e “ @0.5% OF TOTAL ORDER VALUE PER WEEK OF DELAY OR PART THEREOF SUBJECT TO MAXIMUM 10% OF PO VALUE AS PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC) SHALL BE APPLICABLE. IF YOU DO NOT CONFIRM THIS IN YOUR OFFER, THEN IT SHALL BE PRESUMED TO BE ACCEPTABLE.**

IF THE VENDOR DOES NOT CONFIRM ANY OF THE ABOVE SPECIAL INSTRUCTIONS, THEN THE SAME SHALL BE PRESUMED TO BE ACCEPTABLE/CONFIRMED.

- EARLY DELIVERY IS ALSO ACCEPTABLE.
- VENDOR SHOULD QUOTE BEST POSSIBLE DELIVERY IN OFFER. DELIVERY IS NOT SACROSANCT.
- THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.
- IN CASE OF ORDERING AGAINST THE TENDER, VENDOR SHOULD SUBMIT THEIR INVOICES AGAINST GOODS AND SERVICES IMMEDIATELY AFTER SUPPLY OF GOODS & SERVICES BUT NOT LATER THAN 30 DAYS FROM THE INVOICE DATE. IN CASE OF DELAY, CONSEQUENTIAL LOSSES LIKE LOSS OF INPUT CREDIT AND NON-AVAILABILITY OF CONCESSIONAL FORMS ETC. SHALL BE TO THE VENDOR ACCOUNT.

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 submit **Tender Fee of Rs. 2,000/- (Rupees two thousand only)** in the form of Pay Order / Demand Draft (drawn in favour of ‘BHEL HARIDWAR’) only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of Rs. 1,00,000/- (Rupees one lakh only)** in the form of Cash (as permissible under Income Tax Act – cash to be deposited in Cash section in BHEL and receipt of the same to be enclosed) / Pay Order / Demand draft (drawn in favour of ‘BHEL HARIDWAR’). In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with the offer (Part-I) then the offer may be out rightly rejected.**

HEEP BHEL Haridwar PMD (Product Material Directory) SL031 approved vendors having vendor code M79018, M82036, M72907 & S90012 are exempted for submission of requisite EMD against this tender enquiry.

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.

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).

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

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.**

The date for opening of tender shall be 16.01.2017. Tenders will be received up to 1.45 P.M. on **16.01.2017** 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 16.01.2017) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

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

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

Unregistered vendors may please visit our website www.bhel.com for downloading Supplier Registration Form (SRF).

BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

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.** GISTC can also be referred by login to B2B Portal for Registered Vendors.

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

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

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

1.0 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** (Pre-Qualifying Requirements & Technical Requirement) to be submitted. **It is the mandatory requirement. Offer of Vendors not meeting these requirements may not be considered.**

3.0 ESSENTIAL INSTRUCTIONS

1. Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable).
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The tenders shall be submitted in **two parts** in separate envelopes as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.

i. Part I - Envelope I

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

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.)

B. Pre-Qualifying Requirements (PQR) – Annex. 2 enclosed in sub-envelope (b)

C. Vendor Registration Form (Applicable for those vendors who are not registered with BHEL, Haridwar) – **Annex. 4 for Foreign Vendors / Annex. 5 for Indian Vendors enclosed in sub-envelope (c)**

D. NDA (Non-Disclosure Agreement) – Annex. 6 enclosed in sub-envelope (d)

E. Envelop II - Techno -Commercial Bid – It should be the copy of Price Bid without the price part

ii. Part II - Envelop III - Price Bid

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

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

4. Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
5. Part – II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders who successfully qualify PQRs and whose techno-commercial bid will found to be acceptable.
6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
9. **Please submit your offer only for the above requirement subject to our GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.**

REFERENCES:

Annexure-1 (Format for CA Certificate - Applicable for MSE vendors)

Annexure-2 (PQR & Technical Requirement)

Annexure-3 (Technical Specification HW10779 Rev: 00)

Annexure-4 (NDA)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Indent No.: T206/16/1226/K

Technical Requirement:

Sl. No	Material Code	Material Grade	Dimension	Spool Weight
1	W97311320062	X8CrNiNb1613	8mm X 1mm X 600meter	38 kg
2	W97311202140	X8CrNiNb1613	8mm X 1mm X 445meter	28 kg

Stainless steel strip of dimension 8X1, material grade X8CrNiNb1613, solution annealed, is required in joint free spool of weight 28kg (material code W97311320062) and 38kg (material code W97311202140) respectively. Bore diameter and width of spool is 400⁺⁵ mm and 105⁺⁵ mm respectively. Strip shall be joint free. Constructional or repair Welding is not permitted.

Point numbers 1 to 5 are the **Mandatory Qualification Requirements**. Offers of vendors not meeting these requirements will not be considered.

1. Vendor must be having experience of manufacturing and supplying stainless steel strips. In support of above, vendor to submit their past supply experience of stainless steel strips of minimum and maximum weight / length in joint free spool.

Sl. No.	Strip Dimension (Thickness X Width X Length)	Spool weight	Material Grade	Name of customer/Purchase order No/Year of Supply	Quantity

Vendor to submit documentary evidence like test certificates covering chemical, mechanical properties, heat treatment, supply dimension details in support of experience. Detail is to be submitted for minimum and maximum supplied joint free spool weight/length of strip.

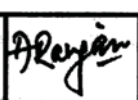
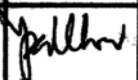
2. Vendor must have in-house cold drawing / rolling and heat treatment facility to manufacture **joint free** stainless steel strip of enquiry material grade X8CrNiNb1613 in spool weight of 28kg and 38kg. Details of manufacturing facilities like steel melting, rolling/drawing, heat treatment etc are to be provided.
3. In case in-house steel melting facility not available, vendor to provide details of steel supplier. At least one mill test certificate of steel manufacturer for material grade X8CrNiNb1613 or equivalent stainless steel is to be submitted in support of experience.
4. Vendor to furnish in house testing facilities to carry out testing as per the requirements of BHEL specification HW10779. In case of outsourcing of any test, vendor to agree to carry out testing at Government accredited labs only.
5. Vendor to confirm that they will meet all the requirements of BHEL specification HW10779.

AGM/MTE

AGM/PPR-2016

Ashish Ranjan
(Ashish Ranjan) 7.11.16
Sr. Manager/MTE

हस्ताक्षर एवं दिनांक SIGN & DATE				संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)		HW 10779 पृष्ठ का Page 1 of 2																																										
सुपरसेड्स INVENTORY NO. सुपरसेड्स की संख्या को सुपरसेड्स काटने के लिए TLV 6302/01, Feb'07		STAINLESS STEEL STRIPS FOR STEAM STRAINER (GRADE: X8CrNiNb16-13)																																														
COPYRIGHT AND CONFIDENTIAL The information on these documents is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		1.0 General: This specification governs the requirements of strip of material grade X8CrNiNb16-13, material no. 1.4961, EN10028-7. 2.0 Application: For strainer elements of steam strainer. 3.0 Condition of Delivery: Strip shall be supplied in spools as per purchase order. The strip shall be supplied in solution annealed condition. Surface finish condition: 1E or above, Table No.6 of EN10028-7. Strip shall be joint free. Constructional or repair welding is not permitted. 4.0 Manufacturing: As per EN10028-7. 5.0 Weight, Dimension and Tolerances : The nominal dimensions and weight of spool shall be as per purchase order. Weight specified in the purchase order is the minimum supply weight corresponding to the nominal dimensions and length specified in purchase order. In case the strip is supplied with positive tolerance on dimensions, the spool must be supplied with increased weight to ensure the length as specified in the purchase order. Tolerances: Thickness: $\pm 0.035\text{mm}$ Width: $-0.035 / +0.4\text{mm}$ Length: Negative tolerance is not acceptable. Weight: Negative tolerance is not acceptable. 6.0 Selection of Test Samples: Selection of samples shall be as per EN10028, Part 7.																																														
स्वयंसेवक एवं गोपनीय ; इस प्रतीक में दो नई सुझाव आता है जो स्वयंसेवक को समझने में सहायता करता है और इसका उपयोग करने से किसी भी तरह का नुकसान, जो कि स्वयंसेवक के लिए है, प्रतिकारक हो ना सके और		<table border="1"> <tr> <td>TSX</td> <td>V.SRIVASTAVA</td> <td>V.S. 20/6/15</td> <td>नाम NAME</td> <td>हस्ताक्षर एवं दिनांक SIGNATURE & DATE</td> </tr> <tr> <td>PSC</td> <td>V.K. Chauhan</td> <td>V.K. 22/6/15</td> <td></td> <td></td> </tr> <tr> <td>QAX</td> <td>U.K. Panda</td> <td>U.K. 22/6/15</td> <td>अनुवादक TRANSLATED BY</td> <td></td> </tr> <tr> <td>PED</td> <td>Anil kumar</td> <td>Anil Kumar 19/06/15</td> <td>निर्माणकर्ता WORKED BY</td> <td>Devdutt Singh 16/6/15</td> </tr> <tr> <td>STE-TG</td> <td>N. NIRALA</td> <td>N. Nirala 16/06/15</td> <td>जांचकर्ता CHECKED BY</td> <td>Ashish Ranjan 16/6/15</td> </tr> <tr> <td>सहमत विभाग AGREED DEPT.</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर DATE & SIGNATURE</td> <td>पर्यवेक्षणकर्ता SUPERVISED BY</td> <td>Gopal Krishnan 16/6/15</td> </tr> <tr> <td colspan="3"> स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE </td> <td colspan="2">Gr. No 2.60</td> </tr> <tr> <td>REV 00</td> <td></td> <td></td> <td>निर्माण PREPARED : MTE</td> <td>जारी ISSUED : TSX</td> <td>दिनांक DATE 20.06.2015</td> </tr> </table>						TSX	V.SRIVASTAVA	V.S. 20/6/15	नाम NAME	हस्ताक्षर एवं दिनांक SIGNATURE & DATE	PSC	V.K. Chauhan	V.K. 22/6/15			QAX	U.K. Panda	U.K. 22/6/15	अनुवादक TRANSLATED BY		PED	Anil kumar	Anil Kumar 19/06/15	निर्माणकर्ता WORKED BY	Devdutt Singh 16/6/15	STE-TG	N. NIRALA	N. Nirala 16/06/15	जांचकर्ता CHECKED BY	Ashish Ranjan 16/6/15	सहमत विभाग AGREED DEPT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	Gopal Krishnan 16/6/15	स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE			Gr. No 2.60		REV 00			निर्माण PREPARED : MTE	जारी ISSUED : TSX	दिनांक DATE 20.06.2015
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SUPERSEDES INVENTORY NO. संपूर्ण सूची संख्या को प्रतिस्थापित करने के लिए		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)	HW 10779																		
			पृष्ठ का Page 2 of 2																		
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	7.0 Properties and their verification:																				
	7.1 Chemical Composition: Heat analysis in weight %																				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:12.5%;">C</th> <th style="width:12.5%;">Si</th> <th style="width:12.5%;">Mn</th> <th style="width:12.5%;">P</th> <th style="width:12.5%;">S</th> <th style="width:12.5%;">Cr</th> <th style="width:12.5%;">Nb</th> <th style="width:12.5%;">Ni</th> </tr> <tr> <td>0.04 - 0.10</td> <td>0.30 - 0.60</td> <td>≤ 1.50</td> <td>≤ 0.035</td> <td>≤ 0.015</td> <td>15.0 - 17.0</td> <td>10 X %C - 1.20</td> <td>12.0 - 14.0</td> </tr> </table>				C	Si	Mn	P	S	Cr	Nb	Ni	0.04 - 0.10	0.30 - 0.60	≤ 1.50	≤ 0.035	≤ 0.015	15.0 - 17.0	10 X %C - 1.20	12.0 - 14.0		
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7.2 Mechanical Properties: Mechanical properties shall be as per EN10028, Part 7, Table 9 Following mechanical properties shall be achieved at room temperature:																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:33%;">0.2% Proof Stress (N/mm²)</th> <th style="width:33%;">Tensile Strength (N/mm²)</th> <th style="width:33%;">% Elongation</th> </tr> <tr> <td>≥ 200</td> <td>510 - 690</td> <td>≥ 35</td> </tr> </table>				0.2% Proof Stress (N/mm ²)	Tensile Strength (N/mm ²)	% Elongation	≥ 200	510 - 690	≥ 35												
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≥ 200	510 - 690	≥ 35																			
8.0 Marking: As per EN10028, Part 7																					
9.0 Test Certificate: Unless otherwise stated in the order, three copies of test certificate shall be supplied submitted. The following details shall be furnished in the test certificate:																					
- Material Designation - Heat Number and Heat Analysis - Heat Treatment Details - Result of mechanical testing including Gauge Length - Dimension report - Surface finish																					
10.0 Cross Referred Standard:																					
i) EN10028-7																					
स्वतंत्रताधिकार एवं गोपनीयता ; इस दस्तावेज में दी गई सूचना भारत की स्वतंत्रताधिकार की सुरक्षा के लिए प्रदान की गई है। इस सूचना को बिना अनुमति के किसी भी व्यक्ति को प्रकट नहीं किया जा सकता है।	हस्ताक्षर एवं दिनांक SIGN & DATE  20/6/15																				
	INVENTORY NO. P-4118																				
REV 00		निर्माणकर्ता WORKED BY Ashish Ranjan	 16.06.15	जांचकर्ता CHECKED BY Gopal Krishnan		 16.6.15															

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 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 :