



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

Tender No.: T/T206/17/0904W/2

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	Delivery Schedule	Opening Date
1	T/T206/2017/0904W/2	HW1071968068 COLD ROLLED STAINLESS STEEL STRIP/SHEETS GRADE X6CRNIMOTI 17-12-2. SPEC: HW10768 REV: 03 SIZE: 11.5X0.6X0.3 TYPE "G" DIM.: WXT GRADE: X6CRNI MOTI 17-12-2	500 Kg	31.12.2017	29.11.2017

1. VENDOR TO REPLY POINT WISE TO PRE QUALIFICATION REQUIREMENT (PQR) ALONG WITH SUPPORTING DOCUMENTS AS PER ANNEXURE-2 ENCLOSED.
2. TECHNICAL SPECIFICATION HW10768 Rev: 03 (ANNEXURE-3) HERE ENCLOSED SHALL BE REFERRED.
3. TESTING AND CERTIFICATION AS PER ORDERING SPECIFICATION/DOCUMENTS SHALL BE PROVIDED.
4. GUARANTEE CERTIFICATE SHALL BE PROVIDED ALONG WITH SUPPLY.

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 per 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.** In case of no Hard copy is required, Tender fees are not required to be submitted.

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of Rs. 40,000/ - (Rupees Forty Thousands only)** in the form of Pay Order / Demand draft (drawn in favor 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 shall be out rightly rejected.**

HEEP BHEL Haridwar PMD: SL004 approved vendors having vendor code M72907, S90012, M79018, M72094 & M72367 are exempted for submission of EMD against this tender enquiry.

Micro & Small Enterprises (MSEs) are exempted from submission of tender fees. Documents as detailed in **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), June-2017 (Rev 01)** hoisted on our website www.bhelhwr.co.in are to be submitted for availing exemption from submission of Tender Fees.

The date for opening of tender shall be 29.11.2017. Tenders will be received up to **1.45 P.M.** on **29.11.2017** and opened on the same day at **2.00 P.M. in the Tender Room.** **Please note that tender received after due date & time (1.45 PM on 29.09.2017) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents. The total quantity may undergo change at the time of ordering.

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

Documents submitted with the offer/bid by the bidder (original 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.

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.

Vendors should offer validity of 120 days.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), June-2017 (Rev: 01)**. Please visit our site www.bhelhwr.co.in for **General Instructions and Standard Terms & Conditions (GISTC)-June 2017 Rev: 01 for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC.**

BIDS shall be opened at 2.00 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.

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.

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 –

- o Tender fee (if hard copy insisted from BHEL)
- o Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
- o Duly filled Non Disclosure Agreement (Annexure-4)
- o Point wise reply to each and every Information required as per Prequalifying requirement (Annexure-2) along with supporting documents.

❖ Part II –

- o Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part) in line with technical specification HW10768 Rev 03 (Annexure-3)

❖ Part III –

- o Price Bid.

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), June-2017 Rev 01** for Tender Enquiries. Please visit our site **www.bhelhwr.co.in for GISTC**. All the bidders/vendors must ensure compliance of these **GISTC (VERSION: June-2017, REV. 01). GISTC (VERSION: JUNE-2017, REV. 01)** can also be referred by login to B2B Portal for Vendors.

REFERENCES:

Annexure-1: CA Certificate for MSE vendor (1 Page)

Annexure-2: Pre-Qualifying Conditions (1 Page)

Annexure-3: Technical Specification HW10768 Rev 03 (4 Pages)

Annexure-4: NDA (10 Pages)

Certificate by Chartered Accountant on letter head

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

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

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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Dated: 01.09.2017

Indent No: 20170904

Item details: Cold Rolled Stainless Steel Strip of material grade X6CrNiMoTi17-12-2 as per Specification HW10768, Type 'G'

Minimum Qualification Requirement:

Following are the mandatory requirements. Offers of vendors not meeting these requirements will not be considered.

1. Vendor must have experience of manufacturing of cold rolled/drawn profiles of stainless steel. In support of experience, vendor to submit details of past supplies.
Vendor to submit at least one test certificates of profiles of stainless steel grade manufactured by them in support of their experience. Test certificates shall cover chemical composition, mechanical properties, dimension report (preferably with sketch of profile) etc.
2. Vendor must have in house cold drawing/rolling and heat treatment facility to manufacture profiles of enquiry dimension. Details of facility shall be submitted with offer.
3. Vendor to submit details in house steel melting facility. In case in house steel melting facility not available, vendor to inform their source for steel and at least one material test certificate in support of experience.
4. Vendor to furnish in house testing facilities to carry out testing as per the requirements of BHEL specification. In case of outsourcing of any test, vendor to agree to carry out testing at Government accredited labs only.
5. Vendor to confirm supply shall be as per BHEL enquiry specification and dimensions.

Note: In case of trader/stockist, vendor to submit details as per points 1 - 5 above of their principal manufacturer. Offers of trader/stockist without these details will not be considered.

Ashish Ranjan 1.9.17
(Ashish Ranjan)
Sr. Manager/MTE

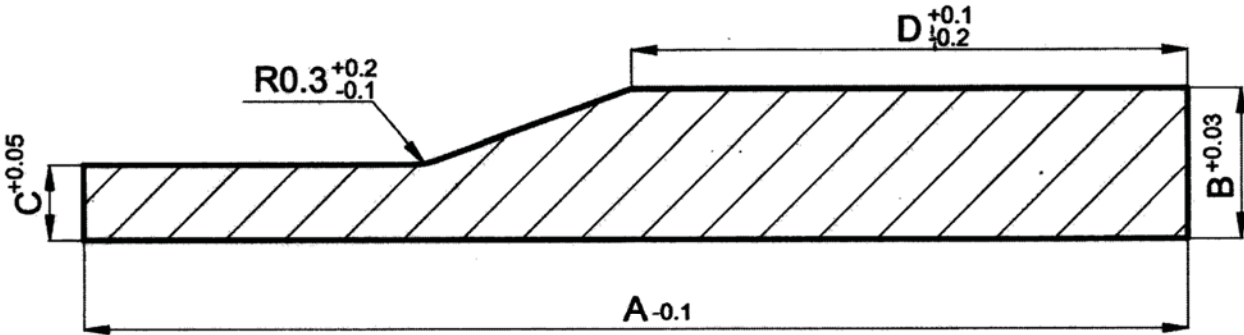
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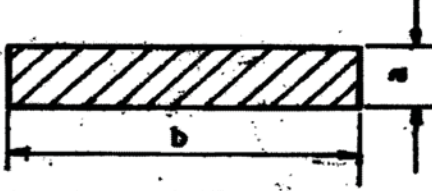
AGM/MCX-T

Sr. Mg

दिनांक एवं हस्ताक्षर SIGN & DATE			संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)	HW10768 पृष्ठ का Page 1 of 4																														
SUPERSEDES INVENTORY NO. सामग्री सूची संख्या को अतिरिक्त क्रमांक है	TLV 9365/04, April' 2011	STAINLESS STEEL STRIP COLD ROLLED 1. General: This specification covers the requirement of stainless steel cold rolled strip of grade X6CrNiMoTi17-12-2 +2R, EN 10088 – Part 2 (Mat. No.: 1.4571). 2. Application: For steam turbine assemblies. 3. Condition of Delivery: Cold Rolled and bright annealed condition: 2R as per EN10088-2 4. Dimension & Tolerances: The type of strip shall be stated in the purchase order. Dimension of strip shall be as per Annexure I. Tolerances shall be as per Annexure II. 5. Manufacture: General requirement as per EN 10088-2. The primary material for strip should have rectangular cross-sections. 6. Chemical composition: The chemical composition of the steel shall conform the following in weight %																																
<table border="1"> <thead> <tr> <th>Element</th> <th>% Min.</th> <th>% Max.</th> </tr> </thead> <tbody> <tr> <td>Carbon</td> <td>---</td> <td>0.08</td> </tr> <tr> <td>Silicon</td> <td>---</td> <td>1.00</td> </tr> <tr> <td>Manganese</td> <td>---</td> <td>2.00</td> </tr> <tr> <td>Chromium</td> <td>16.5</td> <td>18.5</td> </tr> <tr> <td>Molybdenum</td> <td>2.00</td> <td>2.50</td> </tr> <tr> <td>Nickel</td> <td>10.5</td> <td>13.5</td> </tr> <tr> <td>Sulphur</td> <td>---</td> <td>0.015</td> </tr> <tr> <td>Phosphorus</td> <td>---</td> <td>0.045</td> </tr> <tr> <td>Titanium</td> <td>5 X %C</td> <td>0.70</td> </tr> </tbody> </table>					Element	% Min.	% Max.	Carbon	---	0.08	Silicon	---	1.00	Manganese	---	2.00	Chromium	16.5	18.5	Molybdenum	2.00	2.50	Nickel	10.5	13.5	Sulphur	---	0.015	Phosphorus	---	0.045	Titanium	5 X %C	0.70
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7. Selection of test sample: The test sample shall be taken from each melt and each heat treatment batch. 8. Mechanical Properties: The steel strip, tested at room temperature shall confirm to mechanical properties as mentioned in EN 10088-2 0.2% Proof Strength: $\geq 240 \text{ N/mm}^2$ Tensile Strength : $540-690 \text{ N/mm}^2$ % Elongation A_{80} : $\geq 40\%$ * Values apply for test pieces with a gauge length of 80 mm and a width of 20 mm. Test pieces with a gauge length of 50 mm and width of 12.5 mm can also be used.																																		
स्वत्वधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत के ही इलेक्ट्रिकल की सम्पत्ति है इसका प्रस्ताव एवं अनुमति रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	<table border="1"> <tr> <td>TSX</td> <td>V. SRIVASTAVA</td> <td></td> <td>नाम</td> <td>दिनांक एवं हस्ताक्षर</td> </tr> <tr> <td>PSC</td> <td>TSGopal Krishnan</td> <td></td> <td>NAME</td> <td>SIGNATURE & DATE</td> </tr> <tr> <td>STE</td> <td>RANGSHUNAR</td> <td>अनुवादक</td> <td>TRANSLATED BY</td> <td></td> </tr> <tr> <td>QAX</td> <td>U. K. Panda</td> <td>निर्माणकर्ता</td> <td>WORKED BY</td> <td>Pankaj Agarwal</td> </tr> <tr> <td></td> <td></td> <td>जांचकर्ता</td> <td>CHECKED BY</td> <td>Ashish Ranjan</td> </tr> <tr> <td></td> <td></td> <td>पर्यवेक्षणकर्ता</td> <td>SUPERVISED BY</td> <td>Gopal Krishnan</td> </tr> </table>				TSX	V. SRIVASTAVA		नाम	दिनांक एवं हस्ताक्षर	PSC	TSGopal Krishnan		NAME	SIGNATURE & DATE	STE	RANGSHUNAR	अनुवादक	TRANSLATED BY		QAX	U. K. Panda	निर्माणकर्ता	WORKED BY	Pankaj Agarwal			जांचकर्ता	CHECKED BY	Ashish Ranjan			पर्यवेक्षणकर्ता	SUPERVISED BY	Gopal Krishnan
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सामग्री सूची संख्या INVENTORY NO. P-341	दिनांक एवं हस्ताक्षर SIGN & DATE 28/12/15	सहमत विभाग AGREED DEPT. नाम NAME दिनांक एवं हस्ताक्षर DATE & SIGNATURE	स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE निर्माण : PREPARED : MTE	GP NO 2.60 जारी : मानक विभाग ISSUED : STANDARDS DIVISION दिनांक : DATE 21.06.1990																														
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सुपरसेड्स INVENTORY NO. सामग्री सूची संख्या को अतिरिक्तित करता है		9. Outer & Inner Quality: Following non-destructive testing shall be performed in delivery condition - Visual inspection - Verification test 10. Marking: Cracks, inclusion lines or other surface defects are not acceptable. Each roll is to be identified by melt No., material designation and supplier's identification through tag. 11. Test Certificates: Four copies of test certificate shall be supplied unless otherwise stated on the order. The test certificates shall contain the following: <u>BHEL Reference</u> Purchase order No. Specification No. <u>Supplier's Reference</u> Name or emblem Identification number Melt No. Process of steel making Details of heat-treatment Results of tests Results of chemical analysis Mechanical properties all the single value is to be given Confirmation of the verification test 12. Packing: The strips shall be supplied in Rolls, properly protected in waterproof paper or hessian cloth and shall be properly packed against damage during transportation. 13. Cross Referred Standards: EN 10088-2					
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company							
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				जांचकर्ता CHECKED BY	Gopal Krishnan		17.12.15

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स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है इसका प्रयोग एवं आश्रय काय से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">NOMINAL DIMENSION</th> <th colspan="2" style="width: 25%;">ALLOWABLE DEVIATION</th> <th style="width: 25%;">NOMINAL DIMENSION</th> <th colspan="2" style="width: 25%;">ALLOWABLE DEVIATION</th> </tr> <tr> <th>$b \times a$</th> <th>b</th> <th>a</th> <th>$b \times a$</th> <th>b</th> <th>a</th> </tr> </thead> <tbody> <tr> <td>6 x 0.25</td> <td rowspan="10" style="text-align: center; vertical-align: middle;">- 0.09</td> <td>± 0.02</td> <td>12.5 x 0.12</td> <td rowspan="10" style="text-align: center; vertical-align: middle;">- 0.11</td> <td>± 0.01</td> </tr> <tr> <td>7 x 0.12</td> <td>± 0.01</td> <td>12.5 x 0.15</td> <td>± 0.02</td> </tr> <tr> <td>7 x 0.2</td> <td>± 0.02</td> <td>12.5 x 0.25</td> <td>± 0.01</td> </tr> <tr> <td>7.5 x 0.12</td> <td>± 0.01</td> <td>13.5 x 0.2</td> <td>± 0.01</td> </tr> <tr> <td>7.5 x 0.15</td> <td>± 0.04</td> <td>15 x 0.12</td> <td>± 0.02</td> </tr> <tr> <td>8 x 1.0</td> <td>± 0.01</td> <td>15 x 0.15</td> <td>± 0.02</td> </tr> <tr> <td>8.5 x 0.12</td> <td>± 0.02</td> <td>15 x 0.2</td> <td>± 0.03</td> </tr> <tr> <td>8.5 x 0.15</td> <td>± 0.01</td> <td>20 x 0.5</td> <td>± 0.04</td> </tr> <tr> <td>8.5 x 0.2</td> <td>± 0.02</td> <td>20 x 1</td> <td>± 0.03</td> </tr> <tr> <td>8.5 x 0.25</td> <td>± 0.01</td> <td>25 x 0.5</td> <td>± 0.04</td> </tr> <tr> <td>10 x 0.12</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">- 0.11</td> <td>± 0.02</td> <td>32.5 x 1</td> <td>- 0.4</td> <td>± 0.03</td> </tr> <tr> <td>10 x 0.15</td> <td>± 0.01</td> <td>65 x 0.3</td> <td>- 0.5</td> <td>± 0.03</td> </tr> <tr> <td>10 x 0.2</td> <td>± 0.01</td> <td></td> <td></td> <td></td> </tr> <tr> <td>11 x 0.12</td> <td>± 0.02</td> <td></td> <td></td> <td></td> </tr> <tr> <td>11 x 0.25</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			NOMINAL DIMENSION	ALLOWABLE DEVIATION		NOMINAL DIMENSION	ALLOWABLE DEVIATION		$b \times a$	b	a	$b \times a$	b	a	6 x 0.25	- 0.09	± 0.02	12.5 x 0.12	- 0.11	± 0.01	7 x 0.12	± 0.01	12.5 x 0.15	± 0.02	7 x 0.2	± 0.02	12.5 x 0.25	± 0.01	7.5 x 0.12	± 0.01	13.5 x 0.2	± 0.01	7.5 x 0.15	± 0.04	15 x 0.12	± 0.02	8 x 1.0	± 0.01	15 x 0.15	± 0.02	8.5 x 0.12	± 0.02	15 x 0.2	± 0.03	8.5 x 0.15	± 0.01	20 x 0.5	± 0.04	8.5 x 0.2	± 0.02	20 x 1	± 0.03	8.5 x 0.25	± 0.01	25 x 0.5	± 0.04	10 x 0.12	- 0.11	± 0.02	32.5 x 1	- 0.4	± 0.03	10 x 0.15	± 0.01	65 x 0.3	- 0.5	± 0.03	10 x 0.2	± 0.01				11 x 0.12	± 0.02				11 x 0.25					
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Annexure-3

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

(14)

- d) it has been or is published without violation of this Agreement; or
 - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
 - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as "Classified Information", or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information
12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain

bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____ (Name of Vendor) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____ (Name of the Authorised Person of Vendor)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: _____ (Name of the PPX Incharge)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

8

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:



7

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 :

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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.

Tel.

Fax

Address

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India