



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

Enq. No. : T/T206/2017/2035W/1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine Component) / 2017

Dear Sir,

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

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

SL. NO.	ITEM DESCRIPTION	QTY(Kg)	DELIVERY SCHEDULE
1	HW1078378010 Austenitic Stainless Steel Wire, Spec:HW10778 Rev:02, Size=1.7x1.4 DIM:WxT Grade:X4CRNI18-12	1 st Lot= 1500 2 nd Lot= 2000	1 st Lot = 15.12.2017 2 nd Lot =30.05.2018

SPECIAL INSTRUCTIONS:

1. TESTING AND CERTIFICATION AS PER ORDERING DRAWING/SPECIFICATION SHALL BE PROVIDED.
2. VENDOR TO OFFER AS PER TECHNICAL SPECIFICATION HW10778 Rev:02(Annexure-3) HERE ENCLOSED.
3. 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),VERSION JUNE 2017, Rev:01** SHALL BE APPLICABLE.
4. THE QUOTATION SHALL BE VALID FOR A MINIMUM PERIOD OF 120 DAYS, EFFECTIVE FROM THE DATE OF TENDER OPENING.
5. VENDOR TO CONFIRM THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.
6. LD CLAUSE “@0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 10% OF UNEXECUTED PO VALUE SHALL BE APPLICABLE. REMAINING TERMS SHALL BE AS PER **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC),VERSION JUNE 2017, Rev:01**”
7. EARLY DELIVERY IS ALSO ACCEPTABLE. VENDOR TO OFFER BEST DELIVERY SCHEDULE.
8. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.

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, 50,000/- (Rupees one lakh fifty thousand only)** in the form of 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 shall be out rightly rejected.**

HEEP BHEL Haridwar PMD (Product Material Directory) SL031 approved vendors having vendor code M79018, M72907, S90012, M41630, M19163 & M72367 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.

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 June-2017, Rev: 01** 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.**

The date for opening of tender shall be 20.11.2017. Tenders will be received up to 1.45 P.M. on 20.11.2017 and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 20.11.2017) 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.

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 out rightly rejected.

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

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 –**
 - Tender fee (if hard copy insisted from BHEL) & EMD
 - Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
 - Duly filled Non Disclosure Agreement (Annexure 4)
 - Point wise reply/confirmation to Pre-qualifying requirement (PQR) as per Annexure-2 along with all necessary supporting documents in one go. **Noncompliance of this may lead to rejection offer.**
- **Part II –**
 - Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part) in line with technical specification HW10778 Rev:02 (Annexure-3)
- **Part-III -**
 - 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), Version: 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-17, REV. 01).** **GISTC (VERSION: June- 17, REV. 01)** can also be referred by login to B2B Portal for Vendors.

REFERENCES:

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

Annexure-2 (Pre-Qualification Requirement)

Annexure-3 (Technical Specification HW10778 Rev: 02)

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: 20172035

Mandatory prequalification requirement are as follows:

For Stainless Steel Wires of Specification HW10778

1. Vendor must have experience of manufacturing of cold rolled/drawn rectangular wires of stainless steel. In support of experience, vendor to submit details of past supplies of rectangular wires. Vendor to submit at least one test certificates of rectangular wire of stainless steel grade of nominal dimension less than 5mm manufactured by them in support of their experience. Test certificates shall cover chemical composition, mechanical properties, dimension report etc.
2. Vendor must have in house cold drawing/rolling and heat treatment facility to manufacture wires of enquiry dimension. Details of facility shall be submitted with offer.
3. Vendor to submit details of in house steel melting facility, if available. In case in house steel melting facility not available, vendor to inform their raw material source for material grade X4CrNi1812.
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.

AGM/MTE

[Signature]
9/9/17

AGM/MCX-T

[Signature] 8/9/17
(Ashish Ranjan)
Sr. Mgr/MTE



संस्थान क्रय विनिर्देश (हीप - हरिद्वार)
PLANT PURCHASE SPECIFICATION
 (HEEP - HARIDWAR)

HW 10778

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AUSTENITIC STAINLESS STEEL WIRE

1.0 GENERAL :

This specification governs the quality of Stainless steel wire of material grade X4CrNi18-12 (material no. 1.4303) of EN10088-3.

2.0 APPLICATION :

Wires shall be used for fixing of sealing strips in inter-stage and rotor end's sealing of steam turbine.

3.0 CONDITION OF DELIVERY:

Wires shall be supplied in the cold rolled and solution annealed condition.

4.0 DIMENSION AND TOLERANCES :

The dimensions and tolerances shall be as per Annexure - I for square wire and Annexure - II for rectangular wire.

5.0 CHEMICAL COMPOSITION:

Heat analysis shall be as per EN10088-3:

C	Si	Mn	P	S	N	Cr	Ni
≤ 0.06	≤ 1.00	≤ 2.00	≤ 0.045	≤ 0.030	≤ 0.11	17.00 – 19.00	11.00 – 13.00

6.0 HEAT TREATMENT:

As per EN10088-3. Solution annealing: 1000-1100°C/Water

7.0 MECHANICAL PROPERTIES:

The following properties shall be achieved at room temperature:

Nominal Dimension d (mm)	Tensile Strength (N/mm ²)	Elongation A (%)
0.05 < d ≤ 0.10	≤ 1100	≥ 20
0.10 < d ≤ 0.20	≤ 1050	≥ 20
0.20 < d ≤ 0.50	≤ 1000	≥ 30
0.50 < d ≤ 1.00	≤ 950	≥ 30
1.00 < d ≤ 3.00	≤ 900	≥ 30
3.00 < d ≤ 5.00	≤ 850	≥ 35
5.00 < d ≤ 16.00	≤ 800	≥ 35

0.2% Yield Strength and % Reduction in area also to be reported for information.

हस्ताक्षर एवं दिनांक SIGN & DATE	नाम NAME	हस्ताक्षर एवं दिनांक SIGNATURE & DATE
TSX	B. CHAUDHARY	08/10/13
QAX	SUGANDH	08/10/13
STE	D. K. Ray	08/10/13
अनुवादक TRANSLATED BY	PANKAJ AGARWAL	08/10/13
निर्माणकर्ता WORKED BY	ASHISH RANJAN	08/10/13
जांचकर्ता CHECKED BY	GOPAL KRISHNAN	08/10/13
पर्यवेक्षणकर्ता SUPERVISED BY		
सहमत विभाग AGREED DEPT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE
स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE	Gr. No 2.60	
निर्माण PREPARED : MTE	जारी : मानक विभाग ISSUED : STANDARDS DIVISION	दिनांक DATE : 02.01.99

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स्वतंत्राधिकार एवं गोपनीय ;
 इस दस्तावेज में दी गई सूचना भारत भारती इलेक्ट्रिकल्स लि. की संपत्ति है। इसका प्रयोग एवं अनुवाद
 केवल उसी व्यक्ति की संज्ञा पर ही होना चाहिए, जो कि संपत्ति के हित में हस्तान्तरण के लिए किया जाए।

हस्ताक्षर एवं दिनांक
SIGN & DATE

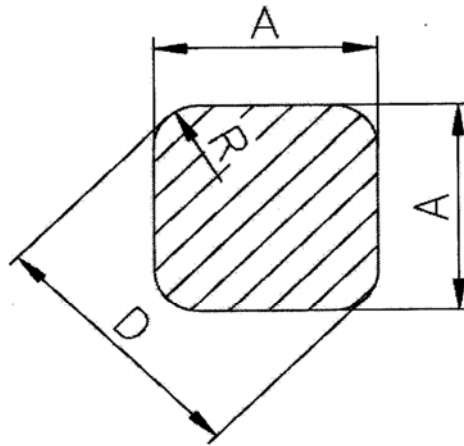
संयोजी सूची संख्या
INVENTORY NO.

10/10/13

P-2318

REV 03
 2.9.17 TSX/MTD-17-44

स्थापक एवं दिनांक SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)	HW 10778 पृष्ठ का Page 2 of 4	
SUPERSEDES INVENTORY NO. सामग्री सूची संख्या को प्रतिस्थापित करता है	8.0 PACKING AND MARKING: The marking of the material shall be such that Purchase Order Number, Size, Heat No., BHEL Specification number, material designation, Manufacturer identification are legible. The above details are to be clearly punched on metallic sheet tagged properly with the supply. The wire should be properly packed to protect against corrosion and to avoid damage during transit.			
COPYRIGHT AND CONFIDENTIAL The information on this document 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	9.0 DOCUMENTATION: The supplier shall supply four copies of test certificates as per EN 10204, inspection certificate 3.1, unless otherwise stated in the order. The test certificates shall bear the following: Suppliers references: - Name, emblem, material designation, Melt no, Heat-treatment batch no. Results of Testing: - Melting process, melt analysis, - Mechanical properties, all individual values shall be reported, - Dimensional results - Complete information on all heat treatments performed, - Confirmation of the material identity check.			
स्वतन्त्राधिकार एवं गोपनीय ; इस दस्तावेज में दी गई सूचना भारत भारती इंजीनियरिंग की संपत्ति है इसका प्रयोग एवं आशय केवल से मिली भी तरह प्रयोग , जो कि कम्पनी के हित में अधिकारक हो न किया जाए	10.0 CROSS REFERRED STANDARDS: EN 10088-3, EN 10204			
स्थापक एवं दिनांक SIGN & DATE 5/10/13				
सामग्री सूची संख्या INVENTORY NO. P-2318	REV 03	निर्माणकर्ता WORKED BY	Pankaj Agarwal	Pankaj 5.10.13
		जांचकर्ता CHECKED BY	Ashish Ranjan	Ashish 5.10.13

हस्ताक्षर एवं दिनांक SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARIDWAR)	HW 10778 पृष्ठ का Page 3 of 4																																																								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Dimension (A)</th> <th>Permissible Tolerances</th> <th>Dimension (D)</th> <th>Permissible Tolerances</th> <th>Dimension (R)</th> <th>Permissible Tolerances</th> <th>Weight (Kg/M*)</th> </tr> </thead> <tbody> <tr> <td>0.5</td> <td>± 0.025</td> <td>0.56</td> <td>- 0.1</td> <td>0.3</td> <td>- 0.05</td> <td>0.002</td> </tr> <tr> <td>0.6</td> <td>± 0.025</td> <td>0.67</td> <td>- 0.1</td> <td>0.4</td> <td>- 0.05</td> <td>0.003</td> </tr> <tr> <td>1.0</td> <td>± 0.030</td> <td>1.12</td> <td>- 0.1</td> <td>0.6</td> <td>- 0.05</td> <td>0.008</td> </tr> <tr> <td>1.2</td> <td>± 0.030</td> <td>1.35</td> <td>- 0.1</td> <td>0.7</td> <td>- 0.05</td> <td>0.011</td> </tr> <tr> <td>1.6</td> <td>± 0.030</td> <td>1.79</td> <td>- 0.1</td> <td>0.9</td> <td>- 0.05</td> <td>0.020</td> </tr> <tr> <td>2.0</td> <td>± 0.030</td> <td>2.25</td> <td>- 0.1</td> <td>1.2</td> <td>- 0.05</td> <td>0.031</td> </tr> <tr> <td>2.6</td> <td>± 0.030</td> <td>3.20</td> <td>- 0.1</td> <td>1.6</td> <td>- 0.05</td> <td>0.053</td> </tr> </tbody> </table>				Dimension (A)	Permissible Tolerances	Dimension (D)	Permissible Tolerances	Dimension (R)	Permissible Tolerances	Weight (Kg/M*)	0.5	± 0.025	0.56	- 0.1	0.3	- 0.05	0.002	0.6	± 0.025	0.67	- 0.1	0.4	- 0.05	0.003	1.0	± 0.030	1.12	- 0.1	0.6	- 0.05	0.008	1.2	± 0.030	1.35	- 0.1	0.7	- 0.05	0.011	1.6	± 0.030	1.79	- 0.1	0.9	- 0.05	0.020	2.0	± 0.030	2.25	- 0.1	1.2	- 0.05	0.031	2.6	± 0.030	3.20	- 0.1	1.6	- 0.05	0.053
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हस्ताक्षर एवं दिनांक SIGN & DATE 19/10/13	REV 03																																																										
सामग्री सूची संख्या INVENTORY NO. P-2348	निर्माणकर्ता WORKED BY Pankaj Agarwal	जांचकर्ता CHECKED BY Ashish Ranjan	5.10.13 5.10.13																																																								

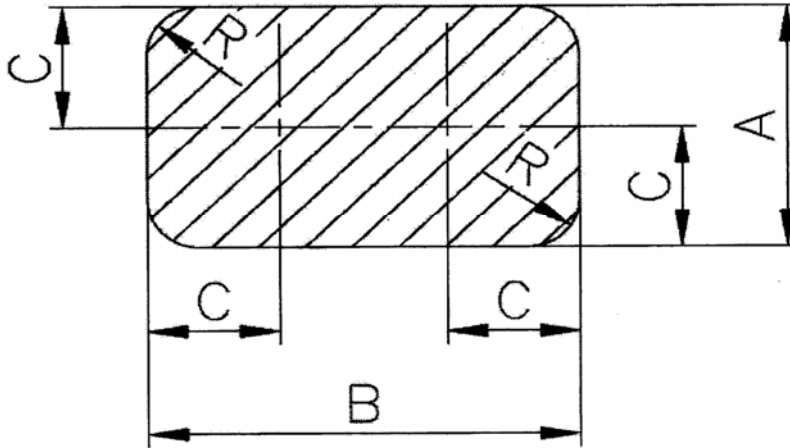


संस्थान क्रय विनिर्देश (हीप - हरिद्वार)
PLANT PURCHASE SPECIFICATION
 (HEEP - HARIDWAR)

HW 10778

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ANNEXURE - II

DIMENSION AND TOLERANCES OF RECTANGULAR WIRE (IN MM)

Nominal Dimension				Permissible Tolerances				Weight (Kg/M*)
A	B	C	R	A	B	C	R	
1.4	1.7	0.8	0.9	± 0.03	± 0.03	± 0.03	- 0.05	0.018
1.75	2.15	0.8	0.9	± 0.03	± 0.03	± 0.03	- 0.05	0.026
1.6	2.2	0.8	0.9	± 0.03	± 0.03	± 0.03	- 0.05	0.028
1.75	2.7	0.8	0.9	± 0.03	± 0.03	± 0.03	- 0.05	0.034
2.8	1.4	0.8	0.9	± 0.03	± 0.03	± 0.03	- 0.05	0.042

*Weight is calculated with a density 7.85 g/cc

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स्वतन्त्रता एवं गोपनीय ;

यस प्रलेख में दी गई सूचना भारत की सरकार और भारतीय सशस्त्र बलों के बीच गोपनीय है। इस सूचना का उपयोग बिना अनुमति के किसी भी तरह प्रयोग, जो कि सरकार के हित में हानिकारक हो या किया जाए

हस्ताक्षर एवं तिथि
 SIGN & DATE

10/10/13

सामग्री सूची संख्या
 INVENTORY

P-2318

REV 03

निर्माणकर्ता
 WORKED BY

Pankaj
 Agarwal

Pankaj

5.10.13

जांचकर्ता
 CHECKED BY

Ashish
 Ranjan

Ashish

5.10.13

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

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- 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.

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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:



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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