



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

Enq. No. : T/T206/2017/5630W/2

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (Turbine Component) / 2018

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 items **Sealing Strips, Grade NiCr22Fe18Mo-Special Profile-Type S/L/G as per Annexure-1** enclosed.

SPECIAL INSTRUCTIONS:

1. Testing & certification as per ordering specifications/documents and Guarantee certificates shall be provided.
2. All Party to provide point wise reply/confirmation along with relevant supporting documents to each and every point of **Pre-Qualification Requirement/PQR (Annexure-2)**. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
3. All Party to offer items as per technical specifications HW12783 Rev: 00 (**Annexure-3**) here enclosed. Non-compliance of these may lead to rejection of offer.
4. The quotation shall be valid for minimum period of 120 days effective from the date of tender opening.
5. Penalty for Late Delivery (LD) shall be applicable on unexecuted portion of PO @ 0.5% per week or part thereof subjected to maximum of 10% of PO value.
6. Date of B/L shall be considered as delivery date for LD purpose. In case of Test Certificate date/date of inspection is to be considered for delivery date for LD, the B/L date should be within 15 days of inspection date/test certificate date. In case of any delay beyond such time, subsequent delay in shipment shall be considered for penalty purpose.
7. All vendor to offer their best delivery schedule. Early delivery is also acceptable.
8. The total Quantity may undergo change at the time of ordering.
9. The Qty tolerance (+/-)10% is also acceptable.

The tender documents can be downloaded from our web site **www.bhel.com** or **www.bhelhwr.co.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 if hard copy of the tender documents are required**. 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 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. 2, 00,000/- (Rupees Two lakh 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 vendor having Code M72094, M06125, S90012 & M72907 are exempted for submission of EMD for 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 subjected to compliance of following:

“As per GOI (Ministry of Finance) Office Memorandum dated 28th Feb-2018 it is mandatory from 01-04-2018 to register the Udyog Adhar Memorandum (UAM) of all MSME vendors on Central Public Procurement Portal (CPPP), failing which such MSME bidders shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order-2012. All the MSME Vendors are advised to comply the same and confirmation for this should be mentioned in their offer / bids mandatorily”.

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 20.06.2018 Tenders will be received up to 1.45 P.M. on **20.06.2018** 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 20.06.2018) 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.

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
 - 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 tender specifications HW12783 Rev:00 (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/Enclosures:

Annexure-1 (Details of Items required)

Annexure-2 (Pre-Qualification Requirement/PQR)

Annexure-3 (Technical Specifications HW12873 Rev: 00)

Annexure-4 (Non-Disclosure Agreement/NDA)

OPEN TENDER

BHEL

HARIDWAR249403

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	HW1278083014 SEALING STRIP, GRADE NiCr22Fe1 8Mo - Special Profiles - Type S - 6.5 X 0.6 SPEC: HW12783 REV: ?? SIZE: TYPE S DIM.: 6.5 X 0.6	500	KG	1	500 30/07/18
2	HW1278083022 SEALING STRIP, GRADE NiCr22Fe1 8Mo - Special Profiles - Type L - 9.5 X 0.6 SPEC: HW12783 REV: ?? SIZE: TYPE L DIM.: 9.5 X 0.6	500	KG	1	500 30/07/18
3	HW1278083030 SEALING STRIP, GRADE NiCr22Fe1 8Mo - Special Profiles - Type G - 11.5 X 0.6 SPEC: HW12783 REV: ?? SIZE: TYPE G DIM.: 11.5 X 0.6	500	KG	1	500 30/07/18
** IMPORTANT: This enquiry is 3 part tender. Pre-Qualification Bid (Part-1), Techno-Commercial bid (Part-2) & Price Bids (Part-3) should be submitted in separate envelopes. These three envelopes should be submitted in a common sealed envelope. Pre-Qualification (PQR) Bid shall contain detailed reply/confirmation of pre-qualification requirement(PQR) along with relevant supporting documents, Tender Fees and/or EMD if any, MSE certificate for exemption of EMD if any and Duly filed Non Disclosure agreement(NDA).Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted along with Techno-Commercial bid.					

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO
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Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

Special Instructions:

1.LD Clause shall be applicable on unexecuted portion of PO @0.5% per week or part thereof subjected to maximum of 10% of PO Value.

3.VENDOR TO SUBMIT EMD &/OR TENDER FEES AS APPLICABLE AS PER DETAILS BELOW:

3.1) EMD FOR RS.2,00,000/- IN FAVOUR OF "BHEL Haridwar" IN FORM OF PAY ORDER/ DEMAND DRAFT.

3.2)TENDER FEES OF Rs.2000/- (ONLY IF HARD COPY OF TENDER DOCUMENTS IS REQUIRED)

4.All Party to provide point wise reply along with supporting documents to each & every point of Pre-Qualification Requirement/PQR (Annexure-2). Non-compliance of these may lead to rejection of offer.

5.Party to offer items as per technical specification HW12783 (Annexure-3) enclosed. Non-compliance of these may lead to rejection of offer.

6.Quotation shall be valid for minimum period of 120 days from Tender Opening Date.

7.MSE Vendors are exempted for submission of EMD & /or Tender Fees subjected to compliance of instruction as per tender enquiry.

8.Qty Tolerance (+/-)10% is also acceptable.

9.BHEL Haridwar PMD SL004 Approved vendor having Vendor code M06125,M72094 M72907 & S90012 are exempted for submission of EMD/& Tender Fees.

10.Testing and certificate as per ordering specification shall be provided.

General Instructions:

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 (VERSION: JUNE -2017, REV. 01).

Terms & Conditions printed overleaf of this Standard Tender Enquiry Format is null & void.

GISTC (VERSION: JUNE -2017, REV. 01) can also be referred by login to B2B Portal for Vendors.

As per GOI (Ministry of Finance) Office Memorandum dated 28th Feb-2018 it is mandatory from 01-04-2018 to register the Udyog Adhar Memorandum (UAM) of all MSME vendors on Central Public Procurement Portal (CPPP), failing which such MSME bidders shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order-2012. All the MSME Vendors are advised to comply the same and confirmation for this should be mentioned in their offer / bids mandatorily.

Indent No.: T206/17/5630/W

Technical Requirement:

Sl. No	Material Code	Material Grade/International Standards	Specification	Profile Type
1	HW1278083014	NiCr22Fe18Mo, Material No. :2.4665 as per EN10302 / UNS N06002 as per ASTM B435	HW12783	S (Refer HW12783)
2	HW1278083022		HW12783	L (Refer HW12783)
3	HW1278083030		HW12783	G (Refer HW12783)

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 strips in material grade NiCr22Fe18Mo, Material No. :2.4665 as per EN10302 / UNS N06002 as per ASTM B435. In support of above, vendor to submit their past supply experience of strips of above mentioned material grades, preferably in format below:

Sl. No.	Major Dimension	weight	Material Grade	Details of Purchase order /Year of Supply	Quantity

Vendor to submit documentary evidence like test certificates covering chemical, mechanical properties, solution annealing heat treatment, supply profile dimension details in support of experience.

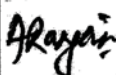
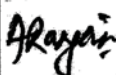
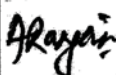
2. Vendor must have in-house cold drawing / rolling and solution annealing heat treatment facility to manufacture strip of enquiry material grade. Details of manufacturing facilities like steel melting, rolling/drawing, solution annealing etc are to be provided.
3. In case in-house melting and refining facility not available, vendor to provide details of their sub supplier for raw material. At least one mill test certificate of their sub supplier for enquiry material grade 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 HW12783. 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 HW12783.

Ashish Ranjan
(Ashish Ranjan) 8/5/18
Sr. Manager/MTE

AGM/MTE *on leave*

AGM/PPX-T

दिनांक एवं हस्ताक्षर SIGN & DATE 	संस्थान क्रय विनिर्देश (हीप : हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HW12783																																					
			पृष्ठ का Page 1 of 3																																					
सापेक्षी सूची संख्या में SUPERSEDES INVENTORY NO. TLV6577/01 July'2006	COLD ROLLED AND SOLUTION ANNEALED SEALING STRIP, GRADE NiCr22Fe18Mo 1.0 General: This specification covers the requirement of cold rolled strip of grade NiCr22Fe18Mo as per EN 10302 (2.4665) / UNS N06002 as per ASTM B435. 2.0 Application: For steam turbine assemblies. 3.0 Condition of Delivery: Cold Rolled and solution annealed. Surface Finish: condition at least 2B as per EN10302. Strips should be free of scales and metallogically clean. 4.0 Dimension & Tolerances: The type of strip shall be stated in the purchase order. Dimension & tolerance of strip shall be as per Annexure I. 5.0 Manufacture: General requirement as per EN 10302 or ASTM B 435. 6.0 Chemical composition: Chemical composition of the steel shall conform to NiCr22Fe18Mo as per EN 10302 (2.4665) or UNS N06002, ASTM B435 (Hastelloy X). 7.0 Selection of test sample: The test sample shall be taken from each melt and each heat treatment batch. 8.0 Mechanical Properties: Mechanical properties shall conform to NiCr22Fe18Mo as per EN 10302 (2.4665) or UNS N06002, ASTM B435 as applicable. 9.0 Outer & Inner Quality: Following non-destructive testing shall be performed in delivery condition - Visual inspection - Verification test Cracks, inclusion lines or other surface defects are not acceptable. 10.0 Marking: Each roll is to be identified by melt No., material designation and supplier's identification through tag.																																							
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.	स्वत्वाधिकार एवं गोपनीयता इस दस्तावेज में दी गई प्रतियां भारत भारती उपकरणों लिमिटेड की संपत्ति हैं। इसका उपयोग एवं प्रसारण बिना लिखित अनुमति के कहीं भी नहीं किया जा सकता है, जो कि कंपनी के हित में हानिकारक हो न किताब जाए।	<table border="1"> <tr> <td>TSX</td> <td>S. GANGUHA</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</td> </tr> <tr> <td>PSC</td> <td>G. KRISHNAN</td> <td>अनुवादक TRANSLATED BY</td> <td></td> </tr> <tr> <td>QAX</td> <td>U. K. PANDA</td> <td>निर्माणकर्ता WORKED BY</td> <td>SUBODH RANA 6/9/17</td> </tr> <tr> <td>STE</td> <td>P. K. BANSAL</td> <td>जांचकर्ता CHECKED BY</td> <td>ASHISH RANJAN 6/9/17</td> </tr> <tr> <td>सहमत विभाग AGREED DEPTT.</td> <td>नाम NAME</td> <td>पर्यवेक्षणकर्ता SUPERVISED BY</td> <td>GOPAL KRISHNAN 6/9/17</td> </tr> <tr> <td colspan="2"> दिनांक एवं हस्ताक्षर DATE & SIGNATURE </td> <td colspan="2"> स्वीकृति संस्थान मानकीकरण समिति APPROVED : PLANT STANDARDIZATION COMMITTEE Gr. NO. 2.60 </td> </tr> <tr> <td>REV. NO.</td> <td>00</td> <td>निर्यात PREPARED : MTE</td> <td>जारी ISSUED : TSX</td> </tr> <tr> <td>DL 11.09.17</td> <td></td> <td colspan="2">दिनांक DATE : 01.09.2017</td> </tr> <tr> <td>CHANGE ADVICE NO.</td> <td></td> <td colspan="2"></td> </tr> </table>			TSX	S. GANGUHA	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE	PSC	G. KRISHNAN	अनुवादक TRANSLATED BY		QAX	U. K. PANDA	निर्माणकर्ता WORKED BY	SUBODH RANA 6/9/17	STE	P. K. BANSAL	जांचकर्ता CHECKED BY	ASHISH RANJAN 6/9/17	सहमत विभाग AGREED DEPTT.	नाम NAME	पर्यवेक्षणकर्ता SUPERVISED BY	GOPAL KRISHNAN 6/9/17	दिनांक एवं हस्ताक्षर DATE & SIGNATURE		स्वीकृति संस्थान मानकीकरण समिति APPROVED : PLANT STANDARDIZATION COMMITTEE Gr. NO. 2.60		REV. NO.	00	निर्यात PREPARED : MTE	जारी ISSUED : TSX	DL 11.09.17		दिनांक DATE : 01.09.2017		CHANGE ADVICE NO.			
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दिनांक एवं हस्ताक्षर SIGN & DATE		 संस्थान क्रय विनिर्देश (हीप – हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)	HW12783 पृष्ठ का Page 2 of 3									
सामग्री सूची संख्या को अधिकृतित करता है SUPERSEDES INVENTORY NO.		11. Test Certificates: Four copies of test certificate shall be supplied unless otherwise stated on the order. The test certificates shall contain the following: - Melt Number and result of chemical analysis - Details of heat-treatment - Mechanical properties results - Confirmation of the verification test - Dimension report 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 10302, ASTM B435										
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दिनांक SIGN & DATE		सामग्री सूची संख्या INVENTORY NO. P-4126	REV 00	<table border="1"> <tr> <td data-bbox="865 1774 1008 1871"> निर्माणकर्ता WORKED BY </td> <td data-bbox="1008 1774 1177 1871"> Ashish Ranjan </td> <td data-bbox="1177 1774 1304 1871">  </td> <td data-bbox="1304 1774 1425 1871"> 6/9/17 </td> </tr> <tr> <td data-bbox="865 1871 1008 1980"> जांचकर्ता CHECKED BY </td> <td data-bbox="1008 1871 1177 1980"> Gopal Krishnan </td> <td data-bbox="1177 1871 1304 1980">  </td> <td data-bbox="1304 1871 1425 1980"> 6/9/17 </td> </tr> </table>	निर्माणकर्ता WORKED BY	Ashish Ranjan		6/9/17	जांचकर्ता CHECKED BY	Gopal Krishnan		6/9/17
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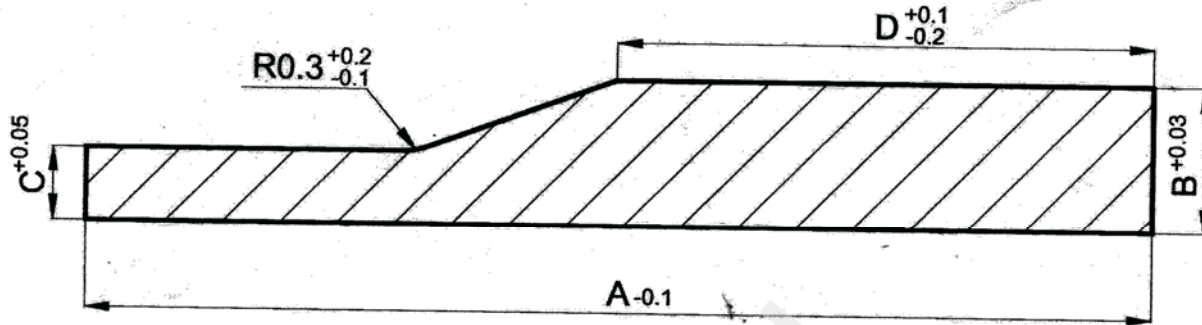
संस्थान क्रय विनिर्देश (हीप - हरिद्वार)

HW12783

PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)

 पृष्ठ का
Page 3 of 3

Annexure 1



TYPE	Dimension (mm)				Wt. Kg/m
	A	B	C	D	
S	6.5	0.6	0.3	3.8	0.025
M	7.5	0.6	0.3	5.0	0.031
L	9.5	0.6	0.3	7	0.039
G	11.5	0.6	0.3	9.5	0.051
P	13.5	0.6	0.3	11.5	0.060
W	11.5	0.8	0.3	9	0.066
H	13.5	0.8	0.3	10.95	0.079

Sheet thickness tolerance : ± 0.05 mm
 सापेक्ष सूची संख्या
INVENTORY NO.

P-4126

REV 00

 निर्माणकर्ता
WORKED BY

Ashish Ranjan

6.9.17

 जांचकर्ता
CHECKED BY

Gopal Krishnan

6.9.17

 हस्ताक्षर एवं तिथि
SIGN & DATE

स्वत्वाधिकार एवं गोपनीय

इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रयोग एवं प्रसारण बिना लिखित अनुमति के किये जाने से कम्पनी को हानि हो सकती है।

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 SUPERSEDES
INVENTORY NO.

 दिनांक एवं हस्ताक्षर
SIGN & DATE

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