



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 284658

Tender No.: **T/6410/17/0530N/1**

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/6410/17/0530N/1	TLMW65017552 ALLOY 617 FORGING FOR RING AS PER ENCLOSED SPECIFICATION AND DRAWING SIZE: AS PER ENCL. DWG DIM.: SIZE	2 No.	08.09.2017	13.07.2017

1. VENDORS TO QUOTE BEST POSSIBLE DELIVERY.
2. PRE QUALIFICATION REQUIREMENT AS PER ANNEXURE-I.
3. FORGING SHALL BE SUPPLIED AS PER DRAWING NO. NCT/01 AND AS PER SPECIFICATION FORGING-ALLOY617/01. REFERENCE DRAWINGG/DOCUMENTS ARE AS PER ANNEXURE -II.
4. QUALITY REQUIREMENT AS PER ANNEXURE III.

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 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. Vendors must also remit the requisite EMD Rs 2,00,000/- (Rupees two lacs only) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with offer, then the offer may not be considered.**

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

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

The date for opening of tender shall be 13.07.2017 Tenders will be received up to **1.45 P.M. on 13.07.2017** 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 13.07.2017) 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 out rightly rejected.

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

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 –

- Tender fee (if hard copy insisted from BHEL)
- Earnest Money Deposit
- Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
- Duly filled Non Disclosure Agreement (Annexure IV)
- Information required as per Prequalifying requirement (Annexure I) and necessary documents.
- Duly filled integrity pact as per Annexure V

❖ Part II –

- Techno- Commercial Bid - it should be replica of price bid (copy of price bid without price part).
- Quality plan in requisite format as per scope of inspection detailed in Annexure III.

❖ 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) for Tender Enquiries. Please visit our site www.bhelhwr.co.in for GISTC. All the bidders/vendors must ensure compliance of these GISTC (VERSION: APRIL-16, REV. 00). GISTC (VERSION: APRIL-16, REV. 00) can also be referred by login to B2B Portal for Vendors.

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name Mrs. Pravin Tripathi

Address IA & AS (Retd.)

Email: Pravin.tripathi@gmail.com

(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, Please contact:

Name:	Akhil Kumar Gupta	Ravi Kumar
Deptt:	Purchase – Turbine	Purchase - Turbine
Address:	Main ADM HEEP BHEL Haridwar	Main ADM HEEP BHEL Haridwar
Phone: (Landline/ Mobile)	01334-284658	01334-284142
Email:	akgupta@bhelhwr.co.in	r_kumar@bhelhwr.co.in
Fax:	01334-226462	01334-226462



ANNEXURE I

Enquiry Number: T212/16/5098/N

Pre-Qualification requirements for forgings-
Grade: Alloy617modified

Clauses 1-5 are mandatory requirements. Offers of vendors not meeting these requirements will not be considered.

1. Vendor must have experience of manufacturing forgings of material grade Alloy 617 or equivalent Inconel grades. In support of this, vendor shall furnish experience details as per following format-

Sl. No	Weight (kg)	Major dimensions	Material Grade	Qty.	PO No.	Name & Address of customer	Date of supply

Vendor to submit documentary evidence like test certificate of past supplies (covering chemical, heat treatment, mechanical properties, supply dimension etc), copy of un-priced purchase order etc in support of their experience.

2. Vendor must have in-house forging and heat treatment facilities to manufacture enquiry items as per the requirements of specification and drawing. Vendor shall furnish details (size, range, capacity etc.) of in-house facilities for handling, forging, heat treatment and rough machining available in-house.
3. Alloy 617M shall be produced by using vacuum induction melting (VIM) followed by vacuum arc re-melting (VAR) or electro slag refining (ESR). Vendor has to submit details (type, size, capacity in tonnage) of in-house melting and refining facility meeting the requirements of specification.
In case in-house melting facility is not available, vendor to provide details of raw material supplier with their manufacturing facility. At least one mill test certificate of raw material manufacturer for material grade Alloy 617 (with ingot size and weight) 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 enquiry specifications. 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 drawing and the respective purchase specifications. Deviation from enquiry drawing and specification is not acceptable.

Note: All documents should be in English language.

MATERIAL SPECIFICATION FOR ALLOY 617M FORGINGS

1.0 GENERAL:

This specification governs the quality of **ALLOY 617M** forgings.

2.0 APPLICATION:

For small forgings of turbine

3.0 COMPLIANCE WITH NATIONAL/INTERNATIONAL STANDARDS

Based on VdTUV Data Sheet 485, ASME SB-564 (non-destructive examinations).

4.0 CONDITION OF DELIVERY

Heat-treated and machined condition as per the ordering drawing.

5.0 DIMENSION AND TOLERANCES

Forgings shall be supplied to the dimensions and tolerances as per the ordering drawing.

6.0 MANUFACTURING

6.1 GENERAL REQUIREMENTS

The manufacturer shall submit a flow chart of the manufacturing sequence for the forging.

6.2 MELTING PROCESS

Alloy 617M shall be produced by using vacuum induction melting (VIM) followed by vacuum arc re-melting (VAR) or electro slag refining (ESR). Any other suitable melting and re-melting processes shall be used only after approval from the purchaser.

6.3 FORGING PROCESS

Overall forging ratio (ratio of reduction) shall be greater than 3. The forging ratio employed shall be included in the test certificates. There shall be sufficient ingot discard to ensure elimination of shrinkage cavities and segregation. A record of ingot weight and discard percentages shall be provided for information purpose. Forgings shall be manufactured as close as practicable to finish shape and size.

6.4 HEAT TREATMENT

The material shall be supplied in solution annealed condition with heat treatment suitable to provide grain size as per clause 7.2.4. The minimum heat treatment temperature shall be 1100°C.

Before starting the quality heat treatment, the manufacturer shall submit sketch with the dimensions for heat treatment for information. The heat treatment temperature and time shall be recorded and the records shall be made available to the inspection agency.

6.5 MACHINING

The surface condition shall meet the requirements of various non-destructive examinations.

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7.0 PROPERTIES AND TESTS

7.1 CHEMICAL COMPOSITION: Heat Analysis in weight%

The material shall conform to the chemical composition (in weight %) limits specified in Table-1. The chemical analysis shall be carried out as per ASTM E-350 or equivalent method.

Table -1: Chemical composition (in weight %) of Alloy 617M

Element	Cr	Fe	Mn	Mo	Co	Al	C
Wt %	21.0 – 23.0	≤ 1.5	≤ 0.3	8.0 – 10.0	11.0 – 13.0	0.8 – 1.3	0.05 - 0.08

Element	Cu	B	Si	S	N	Ti	Ni
Wt %	≤ 0.05	0.003 – 0.005	≤ 0.3	≤ 0.008	≤ 0.05	0.3 – 0.5	Balance

7.2 MECHANICAL PROPERTIES

7.2.1 Tangential or Radial Specimens:

The manufacturer shall test tangential or radial test specimens taken from forgings after heat treatment. The location of tensile specimens (distance from the heat treatment surface shall be minimum 40mm) shall be indicated. The following properties shall be achieved at room temperature:

0.2% Yields strength: $\geq 300 \text{ N/mm}^2$

Tensile strength: $\geq 650 \text{ N/mm}^2$

% Elongation ($L = 5.65VA$) $\geq 30\%$

% Reduction in Area shall be noted for information purpose.

Additionally, tensile test shall be carried out at 720°C and results to be submitted for information purpose.

7.2.2 Retest

When mechanical test results do not meet the requirements, retesting can be carried out for the test for which results are not satisfactory. Two retests shall be performed for each unsatisfactory result obtained with specimens taken close to the region from where earlier defective specimens were taken and failing which the part will be rejected.

7.2.3 Re-heat-treatment

The forgings rejected on the basis of unsatisfactory results for one or more mechanical tests may be re-heat-treated, the condition for which shall be described in the test report. All the mechanical tests with the same number of tests specified for the original forging shall be repeated. No more than two re-heat treatment shall be allowed.

7.2.4 Grain Size

Grain size distribution in the forging shall be within the ASTM grain size nos. 2-5. Isolated grain size coarser than ASTM 2 can be accepted but grain size coarser than ASTM 0 is not acceptable.

7.3 NON DESTRUCTIVE EXAMINATION

7.3.1 Surface Examination – Surface Defects

Forgings shall be visually examined. Their surface shall be plain, uniform and free from wrinkles, overlaps, tears, cracks and any other injurious defects. After cutting to as-delivered dimensions, the edges shall be visually examined. There shall be no cleavage or lamination.

If the above mentioned examinations detect defects in the forgings, they cannot be accepted as it is, and the requirements of section 7.3.4 and 11.0 of this specification shall apply.

7.3.2 Liquid Penetrant Inspection

Each forging shall be subjected to 100 % liquid penetrant inspection. The test procedure and acceptance shall be as per supplementary requirements stated in ASME SB-564.

7.3.3 ULTRASONIC EXAMINATION

Each forging shall be subjected to 100% ultrasonic examination by longitudinal wave technique. The test procedure shall be as per supplementary requirement stated in ASME SB-564 except that the flat – bottomed reference hole of 4 mm diameter shall be the acceptance criteria for radial. The examination shall be axially on both the sides and circumferentially. Indication observed if any, in the axial shall be reported for information. The examination shall also be carried out with bottomed reference hole of 1.5 mm diameter and indications, if any, shall be reported for information.

7.3.4 Removal of Unacceptable Areas

Small surface defects may be removed by grinding or chipping provided the thickness remains locally within the part tolerances. The supplier may propose removing larger defects by the same method. In this case, the supplier shall present a report to the purchaser giving a detailed description of the detected defects (location, size, seriousness). This proposal shall be accepted only if the purchaser judges the remaining thickness to be sufficient with the safety coefficients applied to the equipment design taken into account. No weld repairs are acceptable.

7.4 DIMENSIONS & TOLERANCES

Dimensions and tolerances shall be as per purchase order / ordering drawing.

8.0 MARKING

The supplier shall mark each forging with identification number. This is to be punched on the front face of the forging (as marked in the respective drawing), at reference clock position 12 and is to be bordered with oil paint. This shall be confirmed with authorized work inspector's stamp next to the identification number.

9.0 DOCUMENTATION:

The supplier shall furnish 4 copies of test certificates unless and otherwise stated on the order. The test certificates shall bear the following information:

Purchaser's Reference:

- a) Identification number

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- b) Drawing number
- c) Specification number
- d) Purchase Order No.

Supplier's Reference:

- a) Name of supplier
- b) Material designation
- c) Melt Number & melting process
- d) Details of steel ingot & forging process: Dimension, ingot weight, forging process and Forging reduction ratio.
- e) Details of heat treatment, method of cooling, actual time and temperature sequence, soaking time, cooling conditions (cooling rate)

Test Results:

- a) Melt analysis & check analysis along with tramp elements.
- b) Mechanical test results (all individual values & test piece locations are to be indicated).
- c) Ultrasonic examination results (type of instrument, test probe, adjustment and test sensitivity are to be mentioned).
- d) Dimensional data sheet about the dimensional inspection.

10.0 CLEARANCE FOR DELIVERY:

The entire results of test performed are deciding factors for the clearance of the delivery. The purchaser shall evaluate the total results with respect to intended operational requirements for the forging and judge accordingly the permissibility of deviations (if any) of the properties of the piece required.

The clearance does not relieve the manufacturer from the responsibility for hidden impermissible defects, which may be found later on.

11.0 DEVIATIONS:

Deviations from this Purchase Specification (if any), which may arise during manufacturing, shall be submitted to the purchaser in writing giving full details of the deviations. Acceptance of concession request will be at the sole discretion of the purchaser.

12.0 PACKING & DISPATCH:

Before dispatch, the forging shall be suitably packed to prevent corrosion and damage during transit.

Each forging shall be coated with oil, covered with polythene sheets and waterproof paper and then packed in a sea-worthy export wooden crate. Shipment of forgings shall be done after conducting all tests as mentioned above in the presence of purchaser's authorized representative and after all the test reports are scrutinized by the purchaser and accepted.

*Rajan
Patel*

ANNEXURE III

1. VENDORS TO SUBMIT QUALITY PLAN IN ENCLOSED FORMAT ALONG WITH OFFER FOR BHEL APPROVAL.
2. SCOPE OF INSPECTION SHALL BE:
 - a. IDENTIFICATION OF TEST PIECE CHECK FOR GRAIN SIZE HARDNESS), NDT (DPT & RT), DIMENSIONAL CHECK & REVIEW OF REMAINING TCS AS PER ORDERING DRAWING & SPECIFICATION.
3. FOR FOREIGN VENDORS INSPECTION BY THIRD PARTY INSPECTION AGENCY (LRS/BV/TUV) AS PER BHEL APPROVED QUALITY PLAN. VENDORS TO QUOTE THIRD PARTY INSPECTION AGENCY CHARGES IN THEIR OFFER AND THE SAME SHALL BE TO VENDORS ACCOUNT.
4. FOR INDIAN VENDORS INSPECTION BY BHEL NOMINATED AGENCY 'TUV' AS PER BHEL APPROVED QUALITY PLAN. PRICE SHALL BE LOADED AS DETAILED IN GISC ON ACCOUNT OF THIRD PARTY INSPECTION.

ANNEXURE III

[illegible]

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR				APPROVED BY

ANNEXURE IV

Annexure-4

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor),, having its registered offices in _____(Address of Vendor), registered under the no. _____ of the Companies' register of _____(Name of Place and Country), capital stock of _____(Value), with a place of business in _____(Name of Place and Country) (hereinafter referred to as "_____(Name of Vendor)");

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as “BHEL”) hereinafter also referred to individually as “the Party” or collectively as “the Parties”.

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

ANNEXURE IV

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 .

ANNEXURE IV

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
 - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
 - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;

- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
 - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
 - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
 - c) it has been lawfully received from a third Party without breach of this Agreement; or

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

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

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

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

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____(**Name of Vendor**)

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

_____(**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the
NON-DISCLOSURE AGREEMENT
between

_____ **(Name of Vendor)**

and
Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information
under this Agreement:

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

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

Tel.

Fax

Address.

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INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

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in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

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Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
