

SPECIAL INSTRUCTIONS OF THE ENQUIRY: -

- a) All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR **Annexure-PQR** for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
- b) ITEM DETAILS shall be as per **Annexure-Item Details**.
- c) VENDOR TO ACCEPT AND ENDORSE BHEL QP (QP NO: QA/CF/QP/329 REV 07) (refer **Annexure-QP**).
- d) Inspection shall be done by BHEL nominated inspection agency "INTERTEK" as per BHEL approved QP.
- e) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material
- f) Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
- g) Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement.
- h) All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: tuhindey@bhel.in , shkrai@bhel.in; ravikumar.r@bhel.in ; su-pal@bhel.in .
- i) Vendors must also remit the requisite **EMD (Earnest Money Deposit)** as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered.

BHEL HEEP Haridwar registered Indian vendor with vendor code M21181 & M06068 shall be exempted from submitting EMD. Above mentioned Indian vendors have to upload scanned copy of relevant registration document in place of EMD document while bidding.

Quantum of EMD amount to be submitted by bidder w.r.t package wise will be as per below table:

Material Code	EMD Amount (INR)
HW1060387085	₹ 69,128.80
HW1060387131	₹ 29,278.08
HW1060387190	₹ 53,676.48
HW1060387360	₹ 28,871.44
HW1060387387	₹ 25,618.32
HW1060387468	₹ 41,883.92
HW1060387492	₹ 35,784.32
HW1060387565	₹ 30,498.00
HW1060387611	₹ 35,377.68
HW1060387425	₹ 37,004.24
HW1060387530	₹ 39,444.08
HW1060387654	₹ 14,639.04
Total	₹ 4,41,204.40

If bidder wishes to quote for one or more items, then EMD of respective items to be submitted while quoting on GEM portal. Further, if bidder wishes to quote for all enquiry items, total amount of EMD to be submitted accordingly.

- j) Payment terms shall be as per followings:

For Non MSEs bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

For Medium Enterprises:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

k) Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>” .

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

- l) **Conflict of Interest:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
- m) Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

ANNEXURE (ITEM DETAILS)

SI No	Item Descriptions	Quantity	Unit	Lot wise Quantity
1	HW1060387085 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 53X30 DIM.: WXT GRADE: X22CRMV 121	17000	KG	Lot1 - 8500 Lot2 - 8500
2	HW1060387131 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 80X50 DIM.: WXT GRADE: X22CRMV 121	7200	KG	Lot1 - 3600 Lot2 - 3600
3	HW1060387190 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 46X26 DIM.: WXT GRADE: X22CRMV 121	13200	KG	Lot1 - 6600 Lot2 - 6600
4	HW1060387360 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 80X40 DIM.: WXT GRADE: X22CRMV 121	7100	KG	Lot1 - 3550 Lot2 - 3550
5	HW1060387387 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 80X43 DIM.: WXT GRADE: X22CRMV 121	6300	KG	Lot1 - 3150 Lot2 - 3150

6	HW1060387468 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 75X40 DIM.: WXT GRADE: X22CRMV 121	10300	KG	Lot1 - 5150 Lot2 - 5150
7	HW1060387492 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 75X46 DIM.: WXT GRADE: X22CRMV 121	8800	KG	Lot1 - 4400 Lot2 - 4400
8	HW1060387565 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 72X42 DIM.: WXT GRADE: X22CRMV 121	7500	KG	Lot1 - 3750 Lot2 - 3750
9	HW1060387611 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 97X55 DIM.: WXT GRADE: X22CRMV 121	8700	KG	Lot1 - 4350 Lot2 - 4350
10	HW1060387425 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 84X43 DIM.: WXT GRADE: X22CRMV 121	9100	KG	Lot1 - 4550 Lot2 - 4550
11	HW1060387530 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 94X58 DIM.: WXT GRADE: X22CRMV 121	9700	KG	Lot1 - 4850 Lot2 - 4850

12	HW1060387654 HEAT RESISTANT STEEL BARS FOR TURBINE BLADES GRADE X22CRMO121 SPEC: HW10687 REV: 08 SIZE: 92 X 52 DIM.: WXT GRADE: X22CRMV 121	3600	KG	Lot1 - 1800 Lot2 - 1800
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Item Description	Material Specification	Indent No	Date of issue of PQR
Heat resistant steel bars for turbine blades, Material Grade X22CrMoV121	HW10687, Rev 08		20.08.2022

Technical Pre-Qualification Requirement:

1. Experience Requirement:

- a. Vendor must have manufactured and supplied rectangular bars in material grade X22CrMoV121 (material no. 1.4923) of minimum 4000kg quantity for manufacturing of milled turbine blades in the last 7 years from enquiry issue date. Material supplied in hardened and tempered condition will only be considered for experience.

Experience details satisfying above requirement to be furnished in table below:

Sl. No	Material Grade	Purchase Order No. & Customer Details	Cross Section of bar	Quantity (kg)	Date of supply
1					
2					

- b. Following documents are to be submitted in support of experience in material grade X22CrMoV121

- Purchase order(s) copy for quantity satisfying 1a
- Test certificate of above purchase order/s. Test certificates shall essentially cover details of size of bar, raw material details, heat treatment details, chemical and mechanical properties, UT reports. Test certificates shall be duly witnessed / certified by Third party inspection agency like Lloyds/TUV/BVQI/RITES etc. (TPI) / Customer of above referred purchase order.

- c. Vendor has to submit satisfactory operational performance feedback regarding successful manufacturing of blades from their customer for past supplied rectangular bars of above material grade.

or

Vendor to submit evidence that they are regular supplier of rectangular bars of above material grade to turbine blade manufacturer / OEM of steam turbine. Vendor to submit two or more unpriced purchase order copies having total order quantity of at least 4000kg from any single customer.

2. Process Qualification Requirement:

Vendor to submit process qualification test results duly certified by Customer / TPI for material grade X22CrMoV121 as per clause 9.0 of enquiry specification, along with test results of chemical composition, tensile properties (room temperature & hot tensile), impact test, UT, hardness, FATT and microstructure examination.

or

In case process qualification result as per above is not available,

- Vendor has to carry out process qualification test for material grade X22CrMoV121 as per clause 9.0 of enquiry specification on the samples taken from their regular manufacturing lots.
- Test results covering chemical composition, tensile properties (room temperature & hot tensile), impact test, UT, hardness, FATT and microstructure are to be submitted along with the offer for review by BHEL. The report should contain details of size, heat number, heat treatment batch no. from which samples for process qualification are extracted and shall be duly identified by Customer / TPI. Process qualification tests are to be witnessed by TPI / Customer. Test certificates shall be duly certified by TPI/Customer.
- Process qualification will be required to be carried out as per BHEL enquiry specification, in case of purchase order placement. Vendor to note and confirm for compliance.

3. Manufacturing and Testing Facilities:

- Vendor to confirm that they** have in house rolling / forging and heat treatment facility to manufacture rectangular bars of enquiry dimensions. Details of in-house facilities for rolling/forging and heat treatment are to be submitted.
- Vendor to furnish details of in-house steel melting and refining facilities to manufacture raw material for further rolling / forging for turbine blade flats.
In case, steel melting facility is not available in house, vendor to inform their source of raw material with their melting & refining facilities and past experience of enquiry material grade.
- Details of testing facilities as per the requirement of enquiry specification are to be submitted with offer. **In case of outsourcing of any test,** vendor to agree to carry out testing at NABL / Govt. / any other lab accrediting agency like ILAC/APLAC etc. approved labs only.

Note to Vendor:

BHEL may ask additional clarification related to the above points & may also visit works of vendor to establish vendor's credentials.


27/08/22
Sandeep Chaudhary
TBM

27.8.22.
(S.R. Bhowmik)

27/08/22
Ajay Kumar
Sujat Kumar
MTE

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	BLADE BARS	QP NO.	QA/CF/QP/329								
				REV.	07								
		DRG. NO.	AS PER PO										
		BHEL SPEC.	HW10687										
		REV	AS PER PO		Page 1 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY		REMARKS
										M	B	N	
1	2	3		4	5	6	7	8	9	D	10		11

1.	MELTING & REFINING	CHEMICAL COMPOSITION		MAJOR	SPECTRO ANALYSIS	EACH HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	V		DEGASSED STEEL SHALL BE USED
2.	HOT FORGING / ROLLING						AS PER VENDOR'S PRACTICE AND BHEL APPROVED MANUFACTURING PLAN		IR		P	-		
3.	HEAT TREATMENT INCLUDING HOMOGENISATION	TIME & TEMPERATURE		MAJOR	HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	√	P	V		BUNDLING NOT ALLOWED.SUITABLE GAPS BETWEEN TWO BARS ARE TO BE ENSURED DURING HEAT TREATMENT FOR UNIFORMITY OF PROPERTIES
4.	STRAIGHTENING & STRESS RELIEVING (IN CASE STRAIGHTENING IS REQD)	STRAIGHTNESS, TIME & TEMPERATURE		MAJOR	STARIGHTNESS , HT GRAPH	100%	BHEL SPEC & BHEL APPROVED MP	BHEL SPEC & BHEL APPROVED MP	TC	√	P	V		
5.	HARDNESS TEST	HARDNESS		MAJOR	HARDNESS	10% *	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	*10% OF EACH TEST UNIT BUT AT LEAST ON 10 BARS OR ON EACH BAR IF TEST UNIT IS LESS THAN 10 BARS
6.	PROCESS QUALIFICATION (QUALIFICATION TO BE WITNESSED BY TPIA ND DULY APPROVED BY BHEL, BEFORE START OF FURTHER MANUFACTURING.)	TENSILE & IMPACT (TRANSVERSE) FATT TENSILE TEST (LONGITUDINAL DIRECTION) AT 600°C % AGE OF INTERGRANULAR FRACTURE MAGNETIC PARTICLE TEST		MAJOR	MECHANICAL TEST NDT	AS PER SPEC	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	REFER NOTE 1


MANUFACTURER/SUBCONTRACTOR	 Digitally signed by INDRA BHUSHAN KUMAR Date: 2020.12.09 15:22:07 +05'30'	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.	FOR CUSTOMER USE	APPROVED BY
		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		

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	BLADE BARS	QP NO.	QA/CF/QP/329								
				REV.	07								
		DRG. NO.	AS PER PO										
		BHEL SPEC.	HW10687										
		REV	AS PER PO		Page 2 of 2								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY		REMARKS
									M	B	N		
1	2	3		4	5	6	7	8	9	D	10		11

7.	MECHANICAL TESTING	TENSILE & IMPACT (LONGITUDINAL)	MAJOR	MECHANICAL TEST	ON BARS WITH MAX. & MIN HARDNESS PER HEAT PER HT BATCH	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
8.	METALLOGRAPHIC TESTING	MICROSTRUCTURE INCLUSION DELTA FERRITE CONTENT GRAIN SIZE	MAJOR	METALLOGRAPHIC	ON BARS WITH MAX. & MIN HARDNESS PER HEAT PER HT BATCH	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
9.	NDT	SURFACE DEFECTS INTERNAL DEFECTS	MAJOR	VISUAL UT	100% 100%	BHEL SPEC	BHEL SPEC	TC	√	P	W		
10	MATERIAL IDENTITY TEST	CHEMISTRY	MAJOR	PMI	100%	BHEL SPEC	BHEL SPEC	TC	√	P	W	-	
11	VISUAL & DIMENSIONAL CHECK	VISUAL & DIMENSION	MAJOR	VISUAL & MEASURE	10%	BHEL SPEC & PURCHASE ORDER	BHEL SPEC & PURCHASE ORDER	TC	√	P	W	-	
12	IDENTIFICATION MARKING & PAINTING PACKING	MARKING COLOUR CODE	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	TC	√	P	V		

NOTE 1:-

NOT TO BE PERFORMED IN CASE EARLIER SUCCESSFUL PROCESS QUALIFICATION RESULTS FOR THREE PURCHASE ORDERS ARE AVAILABLE, WITH NO CHANGE IN AGREED MANUFACTURING PLAN (THIS IS AS PER CLAUSE NO 6.0 OF BHEL SOPEC HW10687). SAME TO BE VERIFIED BY INSPECTION AGENCY.

MANUFACTURER/SUBCONTRACTOR	 Digitally signed by INDRA BHUSHAN KUMAR Date: 2020.12.09 15:22:26 +05'30'	LEGEND:	FOR CUSTOMER USE	APPROVED BY
		! 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		

Annexure (Non-Disclosure Agreement)

1

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)**") which expression shall unless repugnant to the context shall include its successors & assigns.

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") which expression shall unless repugnant to the context shall include its successors & assigns.
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 Tender Enquiry No..... also mentioned in Exhibit 1;

B) It is anticipated that during the possible discussions it may be necessary for BHEL to share certain confidential and proprietary information in written, oral, visual and/or physical/sample/ form to the other party (collectively "**Proprietary Information**", more fully detailed in clause 1 herein below) for the purpose of enabling the parties to interact and deliberate the aforementioned order and take it further (hereinafter referred to as "**Purpose**")

The parties desire to protect such Proprietary Information and ensure that it is not disclosed to any third party without the permission of the party disclosing such Proprietary Information;

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 disclosed by BHEL (hereinafter called the “Disclosing Party”) to the vendor) hereinafter called the “Receiving Party”), including but not limited to, commercial information, knowhow and technical information in the form of designs, drawings, concepts, requirements, specifications, trade secrets, IPR, brand name, marketing plans & all other non-public information, software, interfaces, components, processes, or the like, that have been or will be disclosed by the Disclosing Party to the Receiving Party 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 . Notwithstanding anything to the contrary contained hereinabove, all the drawings and other technical information shared regarding the above mentioned order by the Disclosing Party shall be considered Proprietary Information with or without being marked as confidential/proprietary at the time of sharing the same.

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 Disclosing Party may elect to use during the life of this Agreement, but if Disclosing Party originally discloses information orally or visually, the Receiving Party will protect such information as Proprietary Information to the extent that the Disclosing 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. The Disclosing 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 Indian laws and regulations.

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 it receives from the Disclosing Party 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 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 reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information and which are provided to the Receiving Party hereunder;
- f) 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 the Disclosing 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 or upon expiry of this Agreement.

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) disclosure of such proprietary information is required by Law or by a court of competent jurisdiction.

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 the Disclosing Party to the Receiving Party 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. This Agreement covers the exchange of Proprietary Information which may be made by the Disclosing Party to the Receiving Party 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 Receiving 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
11. The expiry of the period contemplated in Article 10 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.
 12. 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 in connection with the contract entered between both the parties 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.

13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Receiving Party also agrees that monetary damages may be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

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 as per the Arbitration & Conciliation Act, 1996. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

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
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of
BHEL

By:

Title:

Signature:

19. No failure or delay by either party in exercising on enforcing any right, remedy or power here under shall operate as a waiver hereof.

20. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portion hereof shall remain in full force & effect.

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 Servicesfor which the Enquiry issued
 / Purchase order to be 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.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

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 _____

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

Clause on IP in the tender

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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.
- (c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: Ravi Kumar
Deptt: PPX-T
Address: BHEL HEEP, HARIDWAR
Phone: (Landline/ Mobile) 01334-281275
Email: RaviKumar.2@bhel.in
Fax: _____

(2)

Name: Gaurav Jitender Gauri
Deptt: PPX-T
Address: BHEL HEEP, HARIDWAR
Phone: (Landline/ Mobile) 01334-281960
Email: Jgauri@bhel.in
Fax: _____