



PPX-EM DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEEP: HARDWAR-249 403 (Uttarakhand)  
TEL: +91 1334 28 5021

**OPEN TENDER ENQUIRY**  
**ENQUIRY NO. 38W/E/ E243/2022/1606W/1**  
**DATE OF ISSUE: 18<sup>TH</sup> November 2022**  
**ENQUIRY DUE DATE: 09<sup>th</sup> December 2022 (By 13:45 HRS IST)**

**Item: “Rotor Flux Probe and Rotor Flux Monitoring System”**

The Heavy Electrical Equipment Plant (HEEP) located in Haridwar, is one of the major manufacturing plants of BHEL. The core business of HEEP includes design and manufacture of large size steam and gas turbines, turbo generators, heat exchangers, condensers and auxiliaries.

The details are given in enclosed Tender Enquiry document no. **E/ E243/2022/1606W/1**

The documents listed below form a part of this tender enquiry. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.

SL.NO.	LIST OF DOCUMENTS OF TENDER
1.	TENDER ENQUIRY NO. <b><u>E/ E243/2022/1606W/1</u></b>
2.	PRE-QUALIFICATION REQUIREMENT (All documents as per the same to be submitted with offer)
3.	Techno Commercial compliance sheet (endorsed copy to be submitted with offer)
4.	GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) REV.06
5.	NON-DISCLOSURE AGREEMENT (NDA) RESPECTIVE TECHNICAL SPECIFICATION AND DRAWING (TO BE OBTAINED AGAINST SUBMISSION OF NDA THROUGH E-MAIL)

Offer to be submitted through NIC portal <https://eprocurebhel.co.in/nicgep/app>.

For any further details, you may feel free to contact the following persons:

<b>Mr. Monu Verma</b> <b>Designation: Dy. Engineer (PPX/EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: <a href="mailto:monu@bhel.in">monu@bhel.in</a> Tel: 01334 284080	<b>Mr. Saurabh Verma</b> <b>Designation: Sr. Engineer (PPX/EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: <a href="mailto:saurabhv@bhel.in">saurabhv@bhel.in</a> Tel: +91 8191004097
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For and on behalf of BHEL, Hardwar

(Saurabh Verma)  
Sr. Engineer (PPX-EM)

DUEDATE

10-12-2022

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
Item Description		Quantity	Unit	Lot	Quantity Lot Date
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				2	1 11/07/24
2	W96413904356 ROTOR FLUX MONITORING SYSTEM-COMMON TYPE-FOR GENERATOR MODULE THDF 115/67, AS PER VARIANT-00 DETAILS OF SPECIFICATION NO-TG60759 SPEC: TG60759 REV: 00 SIZE: .	2	ST	1	1 07/03/24
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<p>** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) &amp; Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes &amp; duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms &amp; conditions must be submitted alongwith Techno-Commercial bid.</p>					
<p>Standard Instructions: TEST CERTIFICATE REQUIRED. GUARANTEE CERTIFICATE REQUIRED. BASIC RATES, TAXES &amp; DUTIES SEPERATELY OPERATION/MAINT MANUAL ALONGWITH EQPT.</p>					
<p>Special Instructions: 1-THIS IS A DOMESTIC OPEN TENDER INVITING PARTICIPATION FROM ONLY CLASS-I LOCAL SUPPLIER AND CLASS-II LOCAL SUPPLIER.  2-PRICE BIDS OF ONLY THOSE PARTICIPATING VENDORS WILL BE CONSIDERED FOR PRICE BID OPENING ,WHO WILL COMPLY TECHNICAL, PQR REQUIREMENT AND QUALITY REQUIREMENTS AS PER TENDER CONDITIONS.</p>					

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5-"FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER/ NON-LOCAL SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DTD. 16.09.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT OF THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF NIT, BUT BEFORE OPENING OF PART-II BIDS AGAINST THIS NIT".

6- SUPPLIER SHALL BE REQUIRED TO INDICATE PERCENTAGE OF LOCAL CONTENT AND PROVIDE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE LOCAL CONTENT REQUIREMENT FOR 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER' AS THE CASE MAY BE, THE LOCATION (S) AT WHICH THE LOCAL VALUE ADDITION IS MADE SHALL ALSO BE PROVIDED.

7-FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1) (i) (h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

8-PURCHASE PREFERENCE SHALL BE GIVEN TO `CLASS-I LOCAL SUPPLIER' WHO MEET THE MINIMUM 50% LOCAL CONTENT REQUIREMENTS. AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DTD. 16.09.2020 ISSUED BY DPIIT. MARGIN OF PURCHASE PREFERENCE SHALL BE 20%.

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10-PART-I SHALL BE OPENED ON THE DUE DATE SPECIFIED IN TENDER. PART-II (PRICE BID) (OF QUALIFIED BIDDERS ONLY) SHALL BE OPENED AT A LATER DATE.

11-BHEL GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) IS APPLICABLE IN THIS CASE . IN CASE OF ANY DEVIATION FROM GISTC, PLEASE CLEARLY MENTION IN YOUR OFFER. BHEL RESERVE THE RIGHT NON-CONSIDER OF OFFER IN CASE OF DEVIATION FROM GISTC.

12-THE CLAUSES MENTIONED IN BHEL GISTC WHICH PERTAINS TO GOVT GUIDELINES , ONLY

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14.RELEVANT SPECIFICATIONS & DRAWINGS OF THE ITEMS WILL BE MADE AVAILABLE TO UNREGISTRED VENDORS ONLY AGAINST COPY OF FCA (ANNEXURE-2). VENDOR MUST REMIT THE TENDER FEE OF RS. 2,000/- FOR AVAILING HARD COPY OF TENDER DOCUMENTS (IF REQUIRED)

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16-DEVIATION WITH REFERENCE TO SPECIFICATION , IF ANY, SHOULD BE CLEARLY INDICATED ON A SEPARATE SHEET. THE ACCEPTANCE OF THESE DEVIATIONS WOULD BE AT THE DISCRETION OF BHEL AND BHEL MAY REJECT THE OFFER OF BIDDER NOT MEETING THE ENQUIRY CONDITIONS.

17-REVISION OF RATES IS NOT ACCEPTABLE UNLESS ASKED BY BHEL DUE TO MAJOR CHANGE IN DRAWING / SPECIFICATION / TENDER QUANTITY.

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18-QUALITY REQUIREMENTS ARE AS FOLLOWS:-

TEST CERTIFICATES (INCLUDING TEST CERTIFICATES AS PER VENDOR'S STANDARD & PRACTICES) AND COC AS PER BHEL ORDERING DRAWING & SPECIFICATION IS REQUIRED.

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E-INVOICING UNDER GST HAS BEEN IMPLEMENTED W.E.F. 01.10.2022 FOR ALL THE TAXABLE PERSONS HAVING TURNOVER MORE THAN RS 10 CR. IT HAS BEEN PECIFIED BY THE GOVT. THAT IT IS MANDATORY TO MENTION A VALID UNIQUE INVOICE REFERENCE NO. (IRN) AND QR CODE AS GENERATED FROM GOVT. PORTAL ON A TAX INVOICE. BASED ON SUCH INFORMATION, GST ITC AS CLAIMED BY BHEL IN GST RETURNS SHALL BE MATCHED WITH THE CORRESPONDING DETAILS UPLOADED BY SUPPLIER IN E-INVOICING SYSTEM

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BY GOVT. OF INDIA W.E.F. 01.04.2021

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No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc for the items offered but not manufactured by themselves.

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For Any query regarding tender please contact following personals :

Saurabh Verma , e-mail - saurabhv@bhel.in, Contact no. - 01334285021

Monu Verma, e-mail - monu@bhel.in, Contact no. - 01334284080

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Please arrange to provide compliance sheet for Techno-commercial terms alongwith endorsed BHEL GISTC, MII Certificate, PQR related documents alongwith offer.

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RISK PURCHASE CLAUSE shall be applicable :

In case of abnormal delays (beyond the maximum days delivery period as per LD Clause) in supplies / defective supplies or non fulfilment 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 & cost of the supplier. BHEL will take all reasonable steps to get the material from the 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.

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\*\*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 bussiness / money/ reputation, indulge in malpractices, cheating bribery, fraud or any other misconduct of formation of Cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealing could be in the form of "Hold" or

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"Banning" as supplier/contractor or a bidder and shall be as per "Guidelines for Suspension of Business dealings with Supplier / Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>".

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**SAURABH VERMA**  
**SR. ENGINEER/PPX-EM**

PRE QUALIFICATION REQUIREMENT FOR THE TENDER E/E243/2022/1606/W

<p style="text-align: center;"><b><u>Pre-Qualification Requirements</u></b></p>	<p style="text-align: center;">VENDOR COMPLIANCE</p>
<p>REF: EME/22-23/RFMS/PQR/01 <span style="float: right;">October 08, 2022</span></p> <p><b><u>Pre-Qualification Requirements for Generator Rotor Flux Monitoring System (Mat. Code W96413904356) and Flux Probe (Mat. Code W96413904348).</u></b></p> <p>The vendor shall fulfil the following Pre-Qualification Requirements (PQR).</p> <ol style="list-style-type: none"><li>1. The Vendor should have manufactured and supplied rotor flux monitoring system and flux probe for at least two nos. turbo-generators during last 10 years from date of enquiry. In support of the same, vendor shall furnish the following.<ol style="list-style-type: none"><li>a) Vendor to furnish copies of unpriced purchase orders (P.O.) for rotor flux monitoring system &amp; flux probe.</li><li>b) Vendor to furnish test certificates, certificate of conformance for flux monitoring system &amp; flux probe as per their standard test practice for executed P.O. as per clause 1(a).</li><li>c) Vendor to furnish at least one certificate from end user or generator manufacturer certifying that the rotor flux monitoring system supplied by them is in operation for at least 2 years.</li><li>d) Vendor to also furnish their complete reference / experience list along with contact details of end customer/generator manufacturer.</li></ol></li><li>2. The offered flux monitoring unit/system must be suitable for simultaneously monitoring flux signals of at-least 2 generators in power plant. Vendor to confirm the same.</li></ol> <p><b><u>Notes:</u></b></p> <ol style="list-style-type: none"><li>i. BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false or incorrect, the offer shall be rejected.</li><li>ii. The vendor must furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.</li></ol>	
<p><b>“Vendor to furnish all the details mandatorily as per PQR without which the vendor’s technical bid will not be evaluated”.</b></p>	

## **Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dt. 28.05.2018 and P-45021/2/2017-PP (BE-II) dt. 16.09.2020, we hereby certify that

we M/s \_\_\_\_\_(supplier name)  
are local supplier meeting the requirement of minimum local content (50%) as defined in  
above orders for the material against Enquiry No.

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Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC**

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_ Due on: \_\_\_\_\_

BHEL Standard Terms	Vendor's Acceptance
<p><b>1. Payment terms:</b></p> <p>a) Payment term should be <b>100% payment After Receipt &amp; Acceptance of Material.</b></p> <p>b) Bank Charges shall be Not Applicable.</p> <p><i>“Please note that in case of any deviation in the payment term, BHEL shall evaluate your offer after loading on account of deviation in payment term and loading factor shall be as per GISTC.”</i></p>	<p>a)</p> <p>b)</p>
<p><b>2.TAXES :</b>  <b>TAXES &amp; DUTIES:</b> Rate of GST must be indicated in your Techno Commercial offer</p>	<p>INCLUSIVE / EXCLUSIVE (Please confirm)</p>
<p><b>i. Rate of GST</b></p>	
<p><b>ii. Input Tax Credit Shall be available</b></p>	
<p><b>iii. Any Other Duty:</b></p>	
<p><b>3. Packing Charges</b> shall be included in quoted basic rates.</p>	
<p><b>4. Forwarding Charges</b> shall be included in quoted basic rates.</p>	
<p><b>5. Delivery basis:</b> On “FOR BHEL Haridwar” Basis &amp; Freight charges shall be inclusive in quoted basic rates.</p>	
<p><b>6. Delivery Period:</b> Please quote your shortest time period required for supply of material.</p>	
<p><b>7. Dispatch of Material:</b> Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Hardwar (details available at <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>) may be considered for dispatch of material. However in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt &amp; acceptance of material only and demurrage/any other charges shall be borne by supplier.</p>	
<p><b>8.</b> Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p><b>9. Late delivery penalty Clause:</b></p> <p>Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties..</p>	

<p><b>11. Offer Validity:</b> Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p><b>12.</b> Confirm that there is no deviation with respect to BHEL Specifications/drawings. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored.</p>	
<p><b>13.</b> Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>	
<p><b>14.</b> Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored.  <b>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</b></p>	Not Applicable
<p><b>15.</b> Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p>	
<p><b>16.</b> Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.</p>	
<p><b>17.</b> Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.</p>	
<p><b>18. Drawing / Data Sheet Approval (if applicable):</b> Any drawing / data approval required from BHEL after placement of PO shall be submitted within 15 days of ordering and BHEL will ensure to provide the approval within 15 days. Any delay beyond this period will be liability of the party at which end delay occurred. Further no change is acceptable in drawing/data after finalization of the offer.</p>	NA
<p><b>19. QUALITY REQUIREMENTS:</b>  Test Certificates including Test Certificates as per vendor's standard &amp; Practices) and COC as per BHEL Ordering drawing &amp; specification.  Please arrange to submit fully filled endorsed MII certificate along with Offer.</p>	1.  2.
<p><b>20. All terms will be applicable as per BHEL GISTC</b> ----- Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer.  <b>Signature with stamp</b></p>	-----

# ANNEXURE (NON-DISCLOSURE AGREEMENT)

## 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 I;
- 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 I 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, know-how 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 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 I 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 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 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) 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 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 either 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 often (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 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. 1966. 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,

19. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder 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

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:

### 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 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

Tel.

Fax

Address.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India