



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 1334 284658, 4593

Eng. No. : T/T206/2016/4129W/1

M/s.....

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

Dear Sir,

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

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

TENDER NO. : T/T206/2016/4129W/1				
TENDER OPENING DATE : 03/06/2017				
SL. NO.	ITEM CODE	ITEM DESCRIPTION	QTY(NO)	DELIVERY SCHEDULE
1	W90311605117	W90311605117 MAIN OIL PUMP DULY ASSEMBLED COMPRISING OF: 1. MAIN OIL PUMP CASING DRG. NO. 01160505200 2. IMPELLER ASSEMBLY DRG. NO. 11160505500 3. MAIN OIL PUMP ASSEMBLY DRG. NO. 01160505000	2	30.07.2017

SPECIAL INSTRUCTIONS:

1. BHEL STANDARD PAYMENT TERM i.e. "PAYMENT AFTER RECEIPT AND ACCEPTANCE OF MATERIAL/ITEM AT HEEP, BHEL-STORE" AS PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC) SHALL BE APPLICABLE.
2. LOADING ON ACCOUNT OF DEVIATION IN BHEL STANDARD PAYMENT TERMS SHALL BE DONE AS PER EXTANT RULES OF BHEL HARIDWAR
3. THE QUOTATION SHALL BE VALID FOR A MINIMUM PERIOD OF 120 DAYS, EFFECTIVE FROM THE DATE OF TENDER OPENING.
4. VENDOR TO CONFIRM THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCUDING OTHER BHEL UNITS.

5. **STANDARD LD CLAUSE i.e “ @0.5% OF TOTAL ORDER VALUE PER WEEK OF DELAY OR PART THEREOF SUBJECT TO MAXIMUM 10% OF PO VALUE AS PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC) SHALL BE APPLICABLE. IF YOU DO NOT CONFIRM THIS IN YOUR OFFER, THEN IT SHALL BE PRESUMED TO BE ACCEPTABLE.**

IF THE VENDOR DOES NOT CONFIRM ANY OF THE ABOVE SPECIAL INSTRUCTIONS, THEN THE SAME SHALL BE PRESUMED TO BE ACCEPTABLE/CONFIRMED.

- VENDOR SHOULD QUOTE BEST POSSIBLE DELIVERY IN OFFER. DELIVERY IS NOT SACROSANCT.
- THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.
- IN CASE OF ORDERING AGAINST THE TENDER, VENDOR SHOULD SUBMIT THEIR INVOICES AGAINST GOODS AND SERVICES IMMEDIATELY AFTER SUPPLY OF GOODS & SERVICES BUT NOT LATER THAN 30 DAYS FROM THE INVOICE DATE. IN CASE OF DELAY, CONSEQUENTIAL LOSSES LIKE LOSS OF INPUT CREDIT AND NON-AVAILABILITY OF CONCESSIONAL FORMS ETC. SHALL BE TO THE VENDOR ACCOUNT.

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in.

After downloading the tender documents from web site, while submitting the tender as detailed in “Instruction to Bidders”, intending vendors must submit **Tender Fee of Rs. 2,000/- (Rupees two thousand only)** in the form of Pay Order / Demand Draft (drawn in favour of ‘BHEL HARIDWAR’) only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no tender fee is required to be submitted.**

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of Rs. 1,00,000/- (Rupees one lakh only)** in the form of Cash (as permissible under Income Tax Act – cash to be deposited in Cash section in BHEL and receipt of the same to be enclosed) / Pay Order / Demand draft (drawn in favour of ‘BHEL HARIDWAR’). In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with the offer (Part-I) then the offer may be out rightly rejected.**

HEEP BHEL Haridwar PMD (Product Material Directory) approved vendors having vendor code M01904, M06125 & N08113 are exempted for submission of requisite EMD against this tender enquiry.

Please submit **separate drafts** for EMD and tender fee in an envelope super-scribed with bold letters “EMD & Tender Fee” to be submitted with Part-I.

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit EMD & Tender fees. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs) (Annexure - 1)

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

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

Tenders will be received in Tender Box kept in Tender Room and should be addressed to:

**THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

The date for opening of tender shall be 03.06.2017. Tenders will be received up to 1.45 P.M. on 03.06.2017 and opened on the same day at 2.00 P.M. in the Tender Room. Please note that tender received after due date

& time (1.45PM on 03.06.2017) will not be REPEAT will not be opened. BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Unregistered vendors may please visit our website www.bhel.com for downloading Supplier Registration Form (SRF).

BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

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.** GISTC can also be referred by login to B2B Portal for Registered Vendors.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

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

1.0 DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such components.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such components.

2.0 TECHNICAL QUALIFICATION

Enclosed format – **Annexure- 2** (Pre-Qualifying Requirements & Technical Requirement) to be submitted. **It is the mandatory requirement. Offer of Vendors not meeting these requirements may not be considered.**

3.0 ESSENTIAL INSTRUCTIONS

1. 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).
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The tenders shall be submitted in **two parts** in separate envelopes as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.

i. Part I - Envelope I

A. Tender Fee & EMD (Earnest Money Deposit) enclosed in sub-envelope (a)

Or

Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises (Annexure -1), Central / State – PSUs / Government departments, PMD vendors etc.)

B. Pre-Qualifying Requirements (PQR) – Annex. 2 enclosed in sub-envelope (b)

C. Vendor Registration Form (Kindly follow the link and follow instructions: <http://supplier.bhel.in/>)

D. NDA (Non-Disclosure Agreement) – Annex. 4 enclosed in sub-envelope (d)

E. Envelop II - Techno -Commercial Bid – It should be the copy of Price Bid without the price part

F. Annexure-3 for compliance of technical/ commercial terms and conditions. It should be completely filled.

ii. Part II - Envelop III - Price Bid

Note: All the individual envelopes should indicate Tender no. and date of opening of Part-I. All three envelopes [Envelope I (containing sub-envelopes a, b, c & d), Envelope II & Envelope III] to be put in a single covering envelope indicating tender no., due date and the name of vendor (with address, e- mail id & contact details). Offer should be complete in all respect (i.e. Part-I & Part-II).

4. Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
5. Part – II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders who successfully qualify PQRs and whose techno-commercial bid will found to be acceptable.
6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
9. **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. GISTC can also be referred by login to B2B Portal for Registered Vendors.**

REFERENCES:

Annexure-2 (PQR & Technical Requirement)

Annexure-3 (Compliance Sheet)

Annexure- 4 (Format for CA Certificate - Applicable for MSE vendors)

Annexure-5 (NDA)

ANNEXURE 1

TENDER NO. : T/T206/2016/4129W/1				
SL. NO.	ITEM CODE	ITEM DESCRIPTION	QTY(NO)	DELIVERY SCHEDULE
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Pre-Qualification Requirements for "MAIN OIL PUMP (Mat. code W90311605117)" against indent no. 20164129 dtd. 17.11.2016

Cl. no.	Pre-qualification requirements	Vendor response						
1	Vendor must have previously manufactured & supplied the equipment of the type and minimum equipment rating as per the details given below, such that the equipment is in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of technical bid opening :- <table border="1"> <thead> <tr> <th>Name of Equipment</th><th>Type of Equipment</th><th>Equipment Rating</th></tr> </thead> <tbody> <tr> <td>Main Oil Pump (Turbine shaft driven)</td><td>Main Oil Pump (Turbine shaft driven) consisting of Impeller, Casing, Bearings, Gear coupling etc. used for Turbine bearing lubrication/governing system.</td><td> (i) Discharge pressure at rated R.P.M. should not be less than 8.5 bar (g); (ii) Discharge at rated R.P.M. should not be less than 350 m³/hr; (iii) Working medium should be turbine oil; (iv) Turbine MW rating should not be less than 200 MW; </td></tr> </tbody> </table>	Name of Equipment	Type of Equipment	Equipment Rating	Main Oil Pump (Turbine shaft driven)	Main Oil Pump (Turbine shaft driven) consisting of Impeller, Casing, Bearings, Gear coupling etc. used for Turbine bearing lubrication/governing system.	(i) Discharge pressure at rated R.P.M. should not be less than 8.5 bar (g); (ii) Discharge at rated R.P.M. should not be less than 350 m ³ /hr; (iii) Working medium should be turbine oil; (iv) Turbine MW rating should not be less than 200 MW;	
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Main Oil Pump (Turbine shaft driven)	Main Oil Pump (Turbine shaft driven) consisting of Impeller, Casing, Bearings, Gear coupling etc. used for Turbine bearing lubrication/governing system.	(i) Discharge pressure at rated R.P.M. should not be less than 8.5 bar (g); (ii) Discharge at rated R.P.M. should not be less than 350 m ³ /hr; (iii) Working medium should be turbine oil; (iv) Turbine MW rating should not be less than 200 MW;						
2.	The vendor to submit experience details of supplied Main oil pump complying the requirements mentioned at Clause no.1-(i), (ii), (iii) & (iv) above as per Annexure-A (copy enclosed), at least for one power station having minimum one year of running experience as on date of technical bid opening of tender.							
3.	The vendor to confirm the clause wise compliance of BHEL purchase specification TDCF01160505000 Rev. 01 mentioned in the purchase enquiry.							
4.	The vendor to note that list of BHEL approved vendors for major casting/forging and Bought out items is enclosed as Annexure B . The vendor to confirm the compliance of same in the event of ordering.							
5.	The vendor should develop & submit WPS/PQR/WPQ duly witnessed & certified by independent third party preferably Lloyds/TUV as per ASME section – IX, after the placement of purchase order. The vendor to confirm.							

Note:

1- Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.

Lakshmi
8/12/16
Dy. Manager (STE-TG)

Manager (TTX)
only for C. no. 03 above.
of TDC pt no. 4 a (vi)

Prayansh
9.12.16
Sr. Manager (MTE)

Sr. Engr. (WT)
08/12/2016

DGM (STE-TG) - on leave

SDGM (STE-TB,TG)

Prayansh
9/12/16

List of BHEL approved vendors for casting/forging and Bought out items

S. No.	Item description	Material Specification	BHEL approved vendors
1	Gear Coupling		1- ALLIANCE ENGG. CO., MUMBAI, INDIA 2- RENK AKTIENGESELLSCHAFTWERK RHEINE, GERMANY 3- SIEMENS LIMITED, GURGAON, INDIA
2	M.O.P Casing in two halves	HW19799	1. ISGEC HEAVY ENGINEERING LTD 2. SOUTHERN ALLOY FOUNDRIES 3. R.V.CASTING AND ENGINEERING
3	Impeller assembly (in case of single piece variant) a- Shaft material b- Blade material	HW19386	1. MACKEIL ISPAT AND FORGING, KOLKATA 2. STARWIRE (INDIA) LTD 3. KISAAN STEELS, Ghaziabad 4. CHW FORGE, Ghaziabad 5. GOOD LUCK ENGINEERING, Ghaziabad 6. GHAZIABAD FORGINGS, Ghaziabad 7. R.D.FORGE, Ghaziabad 8. BHARAT HEAVY ELECTRICALS LIMITED 9. VISHNU FORGE, Bangalore 10. RING FORGING 11. GHAZIABAD ISPAT UDYOG 12. VIKRANT FORGE 13. BAY FORGE 14. FORGITAL
4	Impeller assembly (in case of welded variant) a- Shaft material b- Blade material	HW19386 HW19598 or 19386	HW19386: As above HW19598: Bhawani Industries/Starwire/Synergy Steel /CFFP/ISGEC/Vaishnav Steel/PTC Industries/Prakasa Spectro Cast / The Kohlapur Steel /Balaji Super Alloys /Peekay Steel Castings /R.V.Casting & Engineering /William Cook Integrity/Goodwin/ Schmolz+Bickenbach /Inossman Fonderie/Voestalpine/Emirates Techno Casting
5	Impeller cover material	HW19386 Or HW19598	As above
6	Bearing casing	AA19332	MACKEIL ISPAT AND FORGING/STARWIRE/KISAAN STEELS/CHW FORGE/GOOD LUCK ENGINEERING/GHAZIABAD FORGINGS/R.D.FORGE/BHARAT HEAVY ELECTRICALS LIMITED/VISHNU FORGE/RING FORGING/GHAZIABAD ISPAT UDYOG/VIKANT FORGE/BAY FORGE/FORGITAL/
10	Babbiting process		OMEGA Industries /Shenke Slide Bearing /EURO Bearings /TURBOLINK / DAEDONG Industry /GFM S.R.L/JOHN CRANE

Signature of authorized signatory.....

Experience Details for Main Oil Pump

S. No.	Details	Applicable Data
1	Name of the station and its Location	
2	Client name and its address, Fax no. & Tel. No.	
3	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization	
4	Name plate rating in MW of unit & no. of unit	≥ 200 MW
5	Purchase Order No. & Date	
6	Starting date of work/ Date of order	
7	Scheduled supply date	
8	Actual date of supply	
9	Date of Commencement of operation of Main Oil Pump	
10	Brief scope of work	
11	Designed by	
12	Manufactured by	
13	Whether the Main Oil Pump are in successful operation as on date of bid opening	
14	Working medium	Turbine oil
15	Drive	Steam Turbine shaft driven
16	Application	Main oil Pump used for Turbine bearing lubrication oil/governing oil
17	Main Oil Pump shaft R.P.M.	3000
18	Main Oil Pump pressure at rated R.P.M.	≥ 8.5 bar (g)
19	Main Oil Pump flow rate at rated R.P.M.	≥ 350 m ³ /hr.
20	Copy of drawing of Main Oil Pump assembly duly mentioned with all applicable dimensions.	To be furnished by the vendor
21	Mandatory enclosures:- a. Copy of purchase orders and test reports of the project. OR, b. Certificates of satisfactory operation from their client/end user.	To be furnished by the vendor

Signature of authorized signatory.....

ANNEXURE- 3

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS FOR TWO

PART TENDER

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.

You are requested to kindly confirm /clarify the following:-

S.No.	Description	Your Confirmation
1.	Vendor to confirm that they meet each & every clause of our Specifications/Drawings.	
2.	If “No” to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3.	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4.	Validity: confirm that validity of the offer shall be 120 days from the date of tender opening	
5.	Confirm that un-priced part of price bid is enclosed with techno-commercial offer.	
6.	Confirm that prices have been quoted on C & F basis (For Foreign vendors)	
7.	Confirm that Loading Port has been mentioned.	
8.	Confirm that prices have been quoted on FOR BHEL Haridwar basis. (For Indigenous vendor)	
9.	Confirm that prices shall be firm and fixed throughout delivery period.	
10.	Confirm that preferably payment term shall be “100% payment after receipt and acceptance of material”.	
11.	LD Penalty shall be applicable as per GISTC.	
12.	Confirm that all test certificates / Guarantee certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents	
13.	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	
14.	Confirm specifically that material shall be supplied as per tender documents.	
15.	No grace period in delivery is acceptable. Please quote delivery accordingly.	
16.	Ink signed order acceptance shall be furnished within 15 days of order placement.	
17.	Confirm if there is Indian agency commission included in your price.	
18.	Confirm to furnish quality plan in the enclosed format for BHEL review & approval.	

18.	Quality Requirements a. For Indigenous vendors – Kindly submit their quality plan for BHEL approval. Inspection shall be done by BHEL nominated Inspection agency SGS in case of Indigenous supply. Loading shall be done as per GISTC. b. For Foreign Vendors - Third Party Inspection agency (LRS/TUV/BV) in case of foreign supply as per BHEL approved QP. Foreign vendors to either quote third party inspection charges separately in their offer or vendor to mention that third party inspection charges are included in the quoted prices of the offer. if vendor do not quote third party inspection charges or not mention that third party inspection charges are included in quoted prices, then it shall be presumed that third party inspection charges are included in the quoted prices of the offer. no further clarification shall be asked in this regard after opening of techno-commercial bid part-1. c. Scope of Inspection shall be :- 1. Review and verification of :- a. Material TCs of shaft, side cover, casting etc. b. NDT checks on casting , pipes , Bearings , blades , shaft c. Hydro test on casing , pipes assembly 2. Witnessing of balancing, over speed of Impeller assembly.	
19.	Please confirm your acceptance for Reverse Auctioning of these items.	
20.	Please confirm your acceptance for Risk Purchase.	

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

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

AND

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

BACKGROUND

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

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
 - identifies the Information as Proprietary at the time of original disclosure,
 - summarizes the Proprietary Information in writing .

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

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

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

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

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

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

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

- 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 federal laws of Switzerland excluding it's choice of law rules.

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 Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.
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: Shri B.M.Bansal, General Manager- Materials Management

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.

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II) dtd:.....
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant