



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Invitation for (Eoi) Expression of Interest

1	Name of the Organisation	BHARAT HEAVY ELECTRICALS LTD., RANIPET TAMILNADU (INDIA)
2	Type of the organisation	Engineering & Manufacturing Company
3	Category	Public Sector Undertaking, Ministry of Heavy Industries
4	Sub Category	Maharatna, Category-I, CPSE
5	EOI Title	Global Expression of Interest for Design, Supply, Erection, Commissioning, Training and performance prove out of Heavy Duty Friction Stir welding facility at BHEL, BAP-Ranipet.
6	Date of Announcement	11.02.2020
7	Last date for submission	14:00 Hrs (IST) on 06.03.2020
8	Broad configuration of the machine	Heavy Duty Friction stir welding machine for facial, Cir seam, L seam, & Meridian welding for Aluminium alloy tankages of size from Diameter 2700 mm to 5000 mm, Maximum length of 7000mm and maximum thickness of 10 mm.
9	Pre-Qualification Criteria	Capable and reputed manufacturers / suppliers having proven capability for manufacturing of similar kind of facility. For details refer later part of EOI.
10	Bid Documents (if any)	Enclosed prescribed format available on website
11	EOI should be submitted to	M ISRAEL RAJU Additional General Manager / AIM Bharat Heavy Electricals Limited Ranipet-632406, Tamilnadu (INDIA)
12	Date & Time of opening	14:30 Hrs (IST) on 06.03.2020

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

Notice inviting GLOBAL EXPRESSION OF INTEREST for Heavy Duty Friction stir welding machine for facial, Cir seam, L seam, & Meridian welding for Aluminium alloy tankages of size from Diameter 2700 mm to 5000 mm, Maximum length of 7000mm and maximum thickness of 10 mm' at BHEL, Ranipet.

A. Introduction:

Sealed Expression of Interest is invited by Bharat Heavy Electricals Limited, Ranipet (Tamilnadu) for procurement of above facility from interested capable and reputed manufacturers having proven capability and who meets BHEL requirements.

B. About Bharat Heavy Electricals Limited (BHEL):

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services with over 180 product offerings to meet the ever-growing needs of the core sectors of economy. BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing organization in India, catering to the core infrastructure sectors of Indian economy viz. energy, transportation, heavy engineering industry, Defence, renewable and non-conventional energy. The energy sector covers generation, transmission and distribution equipment for hydro, thermal, nuclear and solar photo voltaic. BHEL has been in this business for more than 50 years and BHEL supplied equipment account for more than 57% of the total thermal generating capacity in India. BHEL is also listed in Indian stock exchanges. The company has a widespread network of 16 manufacturing facilities, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 3 active joint ventures, 15 regional marketing centres, 3 overseas offices and current project execution at more than 150 project sites across India and abroad.

C. About Boiler Auxiliaries Plant (BAP):

BAP is one of the major manufacturing units of BHEL dedicated to manufacturing of Boiler auxiliaries for Power Plants since 1981. It is located at Ranipet, Tamilnadu. The major products being manufactured and supplied by BAP includes Electrostatic Precipitators, Fans, Air Pre-Heaters, Guillotine-Gates, Dampers (Louvers, Bi-Plane & Control), Flue Gas Desulphurization (FGD) systems & Water Treatment systems. The BHEL Ranipet unit has a manufacturing facility established over an area of around 1401 acres. The Unit is accredited to Quality Management System (ISO-9001:2008), Occupational Health & Safety Management system (OHSAS-18001:2007) and Environmental Management systems (ISO-14001:2004).

D. About the product (for which facility is required)

The facility is required for welding of Aluminium alloy sheets to make tankages of maximum thickness 10mm, Diameter ranging from 2700mm to 5000mm and maximum length upto 7000mm in Longitudnal, Cir seam, Meridian and Facial direction. Material used are mostly AA2219. These tanks will be used for Aerospace application. Weld has to be free from defects and should meet AWS D17.3/D17.3M:2016 or latest.

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

E. Scope of EOI:

The desired new facility of Heavy duty Friction stir welding shall have following configuration & details.

- a) Gantry type machine with work stations for Long seam, Cir-seam, Facial and meridian welding (Three work stations with minimum two welding heads) for welding components as given in Annexure 1.
- b) Machine structure should be rigid and fully stress relieved and accurately machined to provide maximum stiffness and rigidity.
- c) Machine should be supplied with milling heads so as to perform the trimming and milling operation prior to welding
- d) Machine to have arrangements for stress relieving of weld, weld flush and burr removal simultaneously during welding of components.
- e) Machine to have provision for repair of weld like cut, re weld etc of welded joints.
- f) Machine should have tracker system to guide the welding along the welding path
- g) An ergonomic Operator control desk should be shielded from welding area for safe operation.
- h) Tool design and Material selection shall be such that it will have minimum erosion and the erosion shall not affect the weld metallurgy.
- i) Machine should have real time display, record and retrieval of all the welding parameters.
- j) Machine should be supplied with suitable Fixtures and clamping mechanism for welding of full tank.
- k) Fixture design should be in such a way that it can be dismantled after welding without affecting the final product.
- l) Fixtures should have provision for final machining of tanks.
- m) Machine should be able to perform in 15-45 deg C and Relative Humidity of maximum 90 %. Maximum change in temperature in day is ± 15 deg C.
- n) It should have necessary safety arrangements to safeguard product & operator.
- o) Erection, Commissioning and performance prove out of the offered equipment at BHEL works, by the supplier's representative.
- p) Machine should be able to perform welding as given below for each year attached in Annexure 2.

**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu**

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

Apart from the above expected machine requirements, the bidder is also required to share the following details:

- a. Rated output of the proposed machine.
- b. Space requirement for installation and operation of the machine.
- c. Complete machine schematics.
- d. Total power requirement for machine operation.
- e. Additional requirements for installation / operation of the machine.
- f. Complete and detailed, total machine information.
- g. Fixtures details for welding the component as given in Annexure 1. Detailed component wise drawing will be given to Bidders only after signing of Non Disclosure Agreement with BHEL.

F. Eligibility and Prequalification Requirements (PQR):

The prospective bidder shall meet following requirements as on the date of submission of EOI :-

1. Qualifying Vendors of this EOI will be shortlisted based on their EOI offers, for further processing.
2. The Bidder must be an OEM, manufacturing the above machines of quoted capacity or higher OR Bidder must be an Authorized representative of OEM in which case the OEM shall furnish the original authorization letter/deed containing the name, contact address, complete postal address, email id of the authorized representative and the validity period of the agreement.
3. All the bidders have to sign a Nondisclosure agreement clause (NDA) in BHEL format, attached with this EOI in **Annexure 5**, to get the detailed drawing. Failing which, the offer will become liable for rejection. Submitting the NDA by vendor, will not change the EOI opening date.
4. Only those vendors (OEM) who have supplied and commissioned atleast One, similar or higher capacity of Friction stir welding facility as given in this EOI, in past 5 years (as on the date of opening of Tender) to an **Aerospace manufacturing industry** should quote. The machine referred shall be installed in countries other than from where the machine tool was manufactured (Except for Indian

Manufacturers having manufacturing facilities available in India). References cited from countries within the war zone shall not be considered.

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

5. If such machines has/had been supplied, then such machine should be presently working satisfactorily for more than two years after commissioning and acceptance (on the date of opening of tender) shall quote.
6. As required above, the following information is to be submitted by the Bidders. This is required from all the Bidders for Qualification of their offer, failing which offers are liable for rejection. The Bidder should also be required to submit a list of customers to whom they have supplied such kind of equipment/ systems with details.
 - a) Name of the customer/ company where similar machine is installed.
 - b) Complete postal address of the customer.
 - c) Month & Year of commissioning.
 - d) Parameters of machines supplied & application for which the machine is supplied
 - e) Name and designation of the contact person of the customer.
 - f) Phone, fax no. and email address of the contact person of the customer.
 - g) Performance certificate from the customer/s regarding satisfactory performance of machine.
 - h) BHEL reserves the right to verify the information provided by vendor, in case the information is found to be false /incorrect, the offer shall be rejected.
7. Bidder shall submit a copy of accuracy & geometrical test report/certificate of a machine having similar specifications supplied by them recently.
8. If the bidder is from a foreign country, bidder shall have service center/service partner in India to provide service support. Please give complete details with documentary evidence.
9. The offered machine shall be a standard or similar to a proven model by the manufacturer.
10. Details of International standards/Design process codes followed in design and manufacture of the equipment shall be provided.
11. All the information are to furnished in English only
12. In case of preliminary qualification of the offer, Bidder will be called for Pre bid meeting at BHEL works within sufficient notice period

G. The EOI submitted by the firm should cover the following:

1. Detailed technical specifications of the proposed facility.

**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu**

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

- a. Specification of basic system/ equipment.
- b. Specification of each module.
- c. The electrical power requirements.
- d. Layout and dimensions of the proposed equipment's / system.
- e. Process flow chart.
- f. Delivery period.
- g. Capability of the firm in this field.
- h. Technical write-up and presentation (if required) on the above equipment/ system and experience on it.
- i. Time required for successful installation and commissioning of the equipment.
- j. Warranty for 12 months from the date of final acceptance of machine.
- k. Full details of the Manufacturer like Address of the firm, phone, fax and email addresses and name and designation of the authorised signatory and the contact person.

H. Important Instructions To Bidders :

1. The participating firm is required to submit duly filled in Annexure-3 i.e. Statement of Credential of Interested Firm.
2. Participating firm should not submit price bid for the machine along with the EOI.
3. The Bidders should give a declaration that they have not been blacklisted or debarred for dealing by Government of India or any Government in the past.
4. The documents in support of Expression of Interest need to be submitted duly signed by the authorized representative of the applicant with name and designation of the signatory.
5. The bidder or its representatives, who wish to attend the EOI Bid opening process, shall be accompanied by in person with the Letter of Authority (Annexure-4) for attending a EOI bid opening.
6. All participants are expected to fully get acquainted with the local laws like taxes and duties, statutory regulation, levies and other charges.
7. The participants are expected to know all conditions and factors, which may have any effect on their proposal.
8. EOI submitted without enclosing required documents specified is liable to be ignored being non-responsive.
9. EOI submitted without enclosing required documents and 'Statement of Credential of Interested Firm' (Annexure-3 is liable to be ignored for being non-responsive.
10. BHEL, Ranipet reserves the right to accept or reject in part or full of any or all the offers received against the EOI at any stage without assigning any reasons thereof and

**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu**

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

without incurring any liability to the respondents. No correspondence will be entertained in this regard.

11. The EOI documents will be opened on 06-03-2020 at 14:30 HRS (IST), at Purchase Department, Administration Building, BHEL, Ranipet-632406.
12. Proposals received after due date and time will not be considered.
13. EOI shall be prepared and submitted in sealed envelope super scribed as “Design, Supply, Erection, Commissioning Training and Prove out of Heavy Duty FSW facility for Aluminium alloy tankages Ref: BHEL/AIM/EOI/FSW/2020-21, Dated : 11-02-2020, at BHEL, Ranipet” due for opening on at 14:30 HRS (IST) on 06.03.2020”. Non-adherence to this may liable for rejection of their EOI. The full name, postal address, fax and telephone number and website address of the tenderer shall be written at the bottom left corner of the sealed envelope.

Notes :

1. The tenderers participating in this EOI may be called for detailed presentations (if required) and discussions of their equipment / service at BHEL Ranipet, the date and time of which may be intimated individually to each firm at their own risk and cost.
2. For security reasons, the firms will be required to provide the Bio-Data, Passport and Visa details of their representatives, visiting BHEL Ranipet coming from out of India for this purpose, three days in advance.
3. Delay due to postal/ courier etc. will not be entertained. EOI tenders received after the due date and time may be rejected.
4. Venue of all arbitration will be Ranipet, Tamilnadu, INDIA.
5. The bidder is required to fill the details wherever asked and provide supporting documents in its support and further sign on the pages of EOI document as an understanding towards the instructions and conditions of EOI document and acceptance towards the conditions laid out in this EOI.
6. The bidder should also confirm specially that :
 - i. Applicant is competent and legally authorised to submit and or to enable into legally binding contract.
 - ii. Applicant will absolve the purchaser against any infringement of patent rights and other contract provisions.
7. Address for correspondence and submission of EOI documents:

M ISRAEL RAJU

Additional General Manager/ AIM

Bharat Heavy Electricals Limited

BAP- Ranipet-632406, Tamilnadu (INDIA) E-mail : israelraju@bhel.in

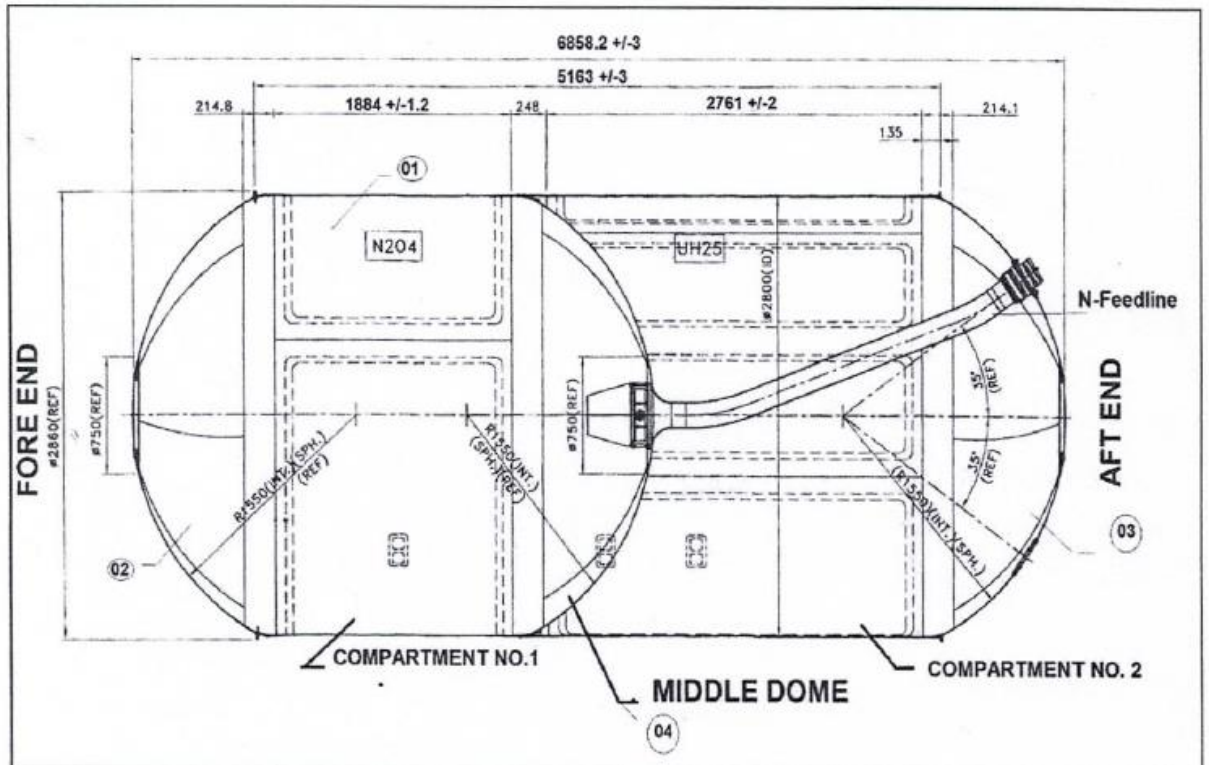
Ph. No. : +91 - 04172 - 284948

Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

Annexure 1

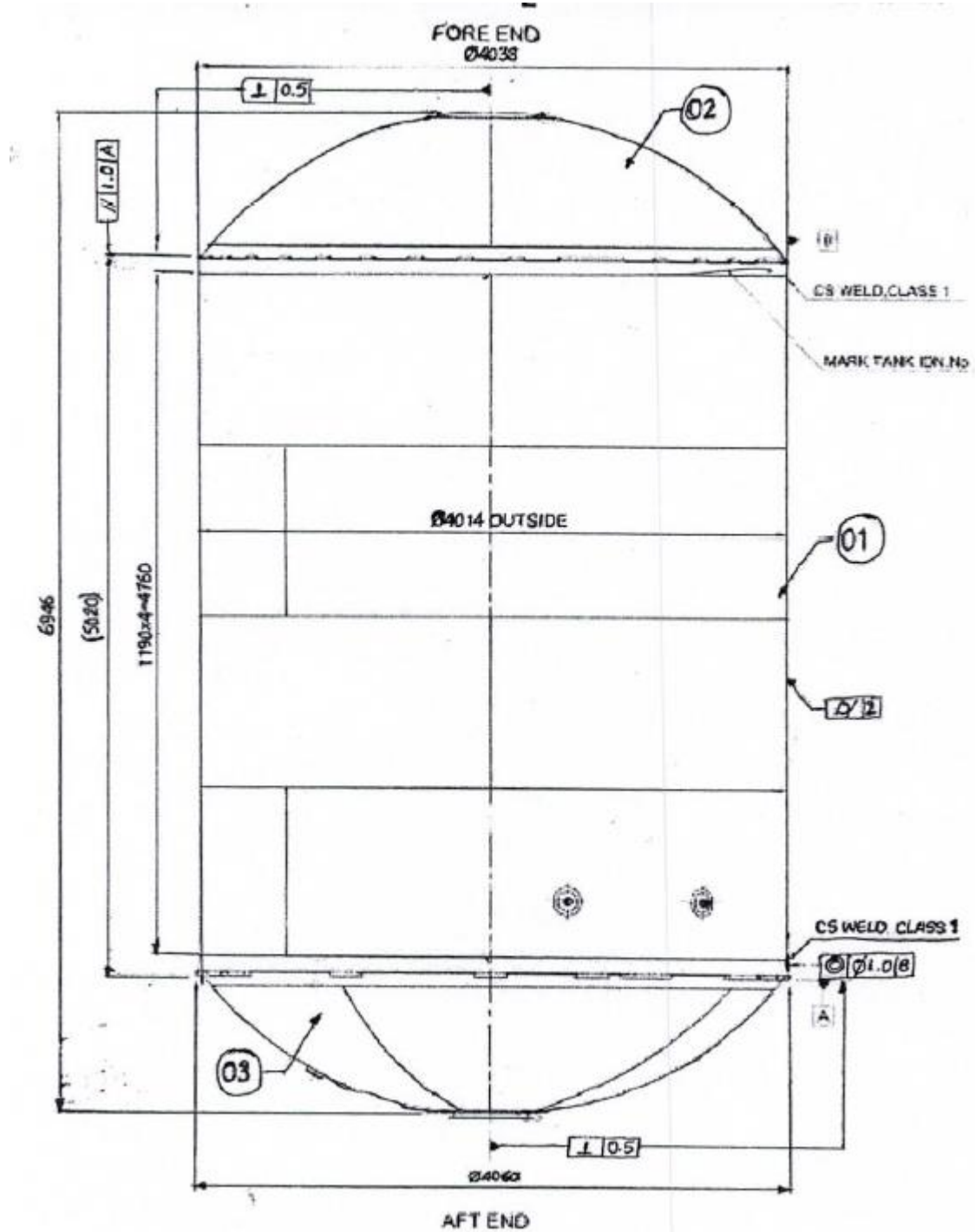


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Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020



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**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu**

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

Annexure - 3 : STATEMENT OF CREDENTIAL OF INTERESTED FIRM

1. Applicant Particulars

Category	1. Original Equipment Manufacturers (). 2. Others (Please mention) -
Name of the Firm/ Company	
Constitution or Legal Status	
Registration Number	Registering Authority - Date of Registration -
Registered Address Office	
Address of Factory	
Contact Person Name and Designation	
Address for Correspondence	
Contact Numbers	

2. Applicant Profile

2.1. Type of Ownership :

Individual ()

Sole Proprietorship ()

Partnership ()

Concern Firm:

PSU/Govt. Undertaking ()

Private Ltd. Company ()

Other, (please specify)

2.2. Enclosed copies of Articles & Memorandum of Association/ Certificate of incorporation/ Certificate of Registration etc., as applicable.

2.3. (a) Do you have ISO 9001 quality certification? Yes / No

(b) In case of certification by other accredited institutions, please give details.

3. Market Share (Last 05 years):

**Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet – 632406, Tamilnadu**

Ref No. : BHEL/ AIM / EOI / FSW/ 2020-21

Date 11.02.2020

Annexure-4: Letter of Authority for attending a Bid Opening

M ISRAEL RAJU
Additional General Manager/ AIM
Bharat Heavy Electricals Limited
BAP- Ranipet-632406, Tamilnadu (INDIA)
Tamilnadu (INDIA)E-mail : israelraju@bhel.in

Ph. No. : +91 - 04172 - 284948

Subject : Authorization for attending bid opening on _____ (date) in
the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____
(Bidder) in order of preference given below.

Order of Preference	Name	Signature
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened will be refused in case authorization as prescribed above is not produced.

Annexure 2

Welding load per annum

TANK	No. OF Tank	No. of Petals		No. of Meridian Joints /Tank	No.Of Domes/Ta nk	Dome + Ring Joint/Tank	Long Seam Joints/ Tank	Cir Seam Joints/ Tank
TYP1 Dia 3m x Length 7m	9	6		6	3	3	7	4
TYP2 Dia 4.1m x Length 5m	4	4		4	2	2	4	3
TYP3 Dia 4.1m x Length 7m	4	4		4	2	2	8	5
TYP4 Dia 4.1m x Length 2.6m	4	4		4	2	2	0	1

TANK	No. OF Tank	Total No. of Meridian joints	Total length of Meridian weld per annum(in meter)	Length of Dome +Ring Joints in Metres	Dome + Ring Joint/Ta nk	Total No. of Dome + Ring Joints	Length Of Long seam Weld per tank		Length of long seam weld per tank(in m)	Long Seam Joints/ Tank	Total No. Of L.Seam Joints	Total length of long seam weld (in meter)	Length of each Cir seam weld in Metres per joint	Total No. Of Cir.Seam Joints per annum	Total length of Cir seam weld per annum(in meter)
TYP1 Dia 3m x Length 7m	9	162	381.51	10 m	3	27	1.9 m x 2 joints	2.8 m x 5 joints	17.8	7	63	160.2	10 m	36	360
TYP2 Dia 4.1m x Length 5m	8	64	200.96	13 m	2	16	1.5 m x 4 joints		6	4	32	48	13 m	24	156
TYP3 Dia 4.1m x Length 7m	4	32	100.48	13 m	2	8	1.2 m x 8 joints		9.6	8	32	38.4	13 m	20	156
TYP4 Dia 4.1m x Length 2.6m	4	32	100.48	13 m	2	8	Nil		0	0	0	0	13 m	4	156
			783									246.6			984

Annexure 5

[To be printed on stamp paper of value Rs. 20 if executed in Tamil Nadu]

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made at Ranipet on the _____ day of _____ 20____

BETWEEN:

- (1) Bharat Heavy Electricals Limited (hereinafter referred to as “BHEL”), a company registered, incorporated and existing under the laws of the India with its registered office at “BHEL House”, Siri Fort, New Delhi- 110 049, having one of its manufacturing unit at Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet- 632 406.
- (2) [] (the “Recipient”) a company incorporated under the laws of [] with its registered office at [].

For the purposes of this Agreement, BHEL and the Recipient are each a “Party” and collectively, the “Parties”.

WHEREAS:

- (A) The Recipient wishes BHEL to disclose, Confidential Information to the Recipient regarding the _____ (the “Purpose”).
- (B) The Recipient understands that the Ranipet Unit of BHEL is a “prohibited Place” and agrees to fully comply with the provisions of the Official Secrets Act, 1923, including without limitation Section 5(1) and (2) thereof.
- (C) The Recipient understands that the sensitivity of the Confidential Information and agrees to exert best efforts to keep such information confidential.
- (D) Based on the representations by the Recipient, the Parties (as hereinafter defined) wish to enter into this agreement relating to the disclosure of Confidential Information by BHEL to the Recipient.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall, except where the context otherwise requires, have the following respective meanings:

“Affiliate” of a Party means any entity which, directly or indirectly controls or is controlled by, or is under common control with, that Party, where control shall mean the possession, directly or indirectly, of the majority of the voting rights exercisable at the shareholder meetings of that Party or the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or a right to appoint the majority of the directors of the entity;

“Agent” of a Party means any person and includes (but is not restricted to) a natural person, company, partnership, unincorporated association or other person who is acting on behalf of a Party;

“BHEL Group” means BHEL and its Affiliates;

“Confidential Information” means all information that is disclosed either before or after the date of this Agreement which BHEL, its Agents or its Affiliates, discloses directly or indirectly to the Recipient in connection with the Purpose whether in written, electronic or any other form of medium in which such information may be kept, or in the course of any oral or written communications with BHEL or its Related Persons in relation to the Purpose, including but not limited to:

- (a) all technical, contractual and commercial data and information relating to the Purpose including (without limitation) _____;
- (b) all information relating to the strategy, financial or commercial affairs of any member of the BHEL Group;
- (c) all notes, reports, drawings, reviews, spreadsheets, specifications, data sheets, technical processes, documents and analyses generated by or on behalf of the

Recipient to the extent that the Recipient incorporates information referred to in sub-clauses 1.1(a) and 1.1(b) above

- (d) this Agreement and the existence, nature and status of the discussions between the Parties concerning the Purpose; and
- (e) any other information of whatever nature and in whatever form;

“Recipient’s Group” means the Recipient, its Agents and its Affiliates; and

“Related Persons” means in respect of a company, partnership, unincorporated association or other person (as the case may be), its Affiliates, shareholders, directors, employees, contractors, advisers, Agents and consultants.

- 1.2 In this Agreement, references to a person include, where the context admits, a body corporate, partnership and unincorporated association of persons and references to the Recipient include references to its successors.
- 1.3 References to clauses and sub-clauses are to clauses and sub-clauses in this Agreement.

2. CONFIDENTIALITY OBLIGATIONS

- 2.1. In consideration of BHEL allowing the Recipient access to Confidential Information for the Purpose, the Recipient agrees to keep the Confidential Information it receives from BHEL or any of its Affiliates strictly confidential in accordance with the following terms:

- 2.1.1 The Recipient agrees to use the Confidential Information solely for the Purpose and agrees to keep the Confidential Information, its interest therein and its discussions with BHEL in connection with the Purpose strictly confidential and secure and, subject to sub-clauses 2.1.2 and 2.1.3 below, not to disclose the same to any person in any manner whatsoever (including by means of photocopy or other reproduction) without the prior written consent of BHEL.

- 2.1.2 The Recipient may disclose the Confidential Information without the prior written consent of BHEL to the extent that such Confidential Information is: already in the public domain or comes into the public domain otherwise than by reason of (1) a breach of the terms of this Agreement by the Recipient, or (2) disclosure by any person in breach of its obligations of confidentiality, if any, to the Recipient pursuant to sub-clause 2.1.5 below;

- 2.1.3 The Recipient may also disclose the Confidential Information without the prior written consent of BHEL to such of the following persons who have a clear need to access it for the purposes of evaluating, negotiating or advising on the Purpose and who are at the relevant time:

- 2.1.3.1 the employees, officers and directors of the Recipient or any of its

Affiliates; or

- 2.1.3.2 any Agent, contractor, consultant or any professional adviser retained by the Recipient or any institution contacted by the Recipient for funding or regulatory purposes, in each case for the purpose of evaluating, negotiating or advising on the Purpose.
- 2.1.4 Prior to making any disclosure of Confidential Information as permitted under sub-clause 2.1.3 above, the Recipient will procure that the proposed recipient of such Confidential Information is made aware of the terms of this Agreement and the Recipient will procure that each such proposed recipient adheres to those terms as if they were a party to this Agreement.
- 2.1.5 The Recipient shall use or permit the use of the Confidential Information only for the Purpose and not put it to any other use.
- 2.1.6 Recipient shall be responsible for any breach of the terms of this Agreement by any person to whom disclosure of Confidential Information is made as permitted under sub-clause 2.1.3 above.
- 2.1.7 The Recipient shall not make or allow any disclosure, announcements or communications concerning the Purpose and the fact of discussions in relation to the Purpose to third parties, except pursuant to Clause 2.1.3 or with prior mutual agreement between the Parties on the content of such announcements or communications.
- 2.1.8 If the Recipient is uncertain as to whether any information is Confidential Information, the Recipient will treat all information as if it was Confidential Information and as not being in the public domain, unless and until BHEL agrees in writing that the information is in the public domain.
- 2.1.9 The Recipient shall not make copies or distribute the Confidential Information without any written consent from BHEL.
- 2.1.10 The Recipient shall keep the Confidential Information properly segregated and not mix up the same with any other material/ documents belonging to the Recipient or to any third party.

3. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 3.1 The Recipient shall procure that all persons to whom it has disclosed Confidential Information shall, at the Recipient's expense, within fourteen (14) working days of written notice from BHEL which may only be served following the fulfilment of the Purpose or the termination of this Agreement, whichever occurs first:
 - 3.1.1 return to BHEL all original and copy documents (permitted by BHEL) containing Confidential Information (including drawings, analyses, studies, compilation and other materials derived from the Confidential Information but excluding all documents produced by the Recipient for

record and reporting purposes within the Recipient's Group); and

- 3.1.2 permanently remove all Confidential Information from any computer disk or other device containing Confidential Information if and to the extent that such removal is reasonably practical.

4. MISUSE OF INFORMATION

- 4.1 The Recipient acknowledges that it is aware and that it will advise its representatives who are informed as to the matters which are the subject of this Agreement that applicable securities laws prohibit any person who has received from an issuer, material, non-public information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of such issuer, or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- 4.2 The Recipient shall maintain an insider list containing the names of all the persons to whom it discloses Confidential Information under sub-clause 2.1.3 above or who otherwise have access to such information. Such list shall set out the reason why any such person has possession of, or access to, the Confidential Information and a copy of such list will be made available to BHEL in reasonable time, following a written request by BHEL to see such list.
- 4.3 The Recipient hereby warrants that the Recipient has put in place adequate procedures and measures to keep the Confidential Information confidential notwithstanding any attempts which are beyond their control such as but not limited to theft, hacking, acts of god, etc.
- 3.4 Without prejudice to the obligations contained in this Agreement, in dealing with the Confidential Information, the Recipient shall comply with the provisions of the Official Secrets Act, 1923 and other applicable law.

5. NO REPRESENTATION OR WARRANTIES

No representation or warranty is made or given as to the accuracy or the completeness of the Confidential Information or any other information supplied to the Recipient or as to the reasonableness of any assumption on which any of the same is based or as to BHEL's right to disclose the Confidential information, and the Recipient agrees, for itself and on behalf of its Related Persons, with BHEL that (without prejudice to any liability for fraud) neither BHEL nor any of its Related Persons shall have any liability to the Recipient or to any of its Related Persons resulting from the use of Confidential Information or any other information supplied, or for any opinions expressed by any of them, or for any errors, omissions or misstatements made by any of them in connection with the Purpose (except as may be expressly set out in any final and binding agreement entered into by the Parties in relation to the Purpose, and subject to such limitations as may be set out therein).

6. EQUITABLE REMEDIES

Without prejudice to any other rights or remedies that any Party may have, the Recipient (for itself and behalf of its Related Persons) acknowledges and agrees that damages alone may not be an adequate remedy for breach by the Recipient or any of its Related Persons of the provisions of this Agreement, and that the remedies of injunction and specific performance as well as any other equitable relief for any possible or threatened or actual breach of the provisions of this Agreement by the Recipient and/or any of its Related Persons may be more appropriate remedies.

7. INTELLECTUAL PROPERTY RIGHTS

BHEL shall retain all ownership, copyright and other intellectual property rights in the Confidential Information and everything developed, designed or created by BHEL including systems, methodologies, software, know-how and working papers or, where applicable, it shall be retained by any third party in whom the property in part of the Confidential Information vests. Confidential Information may be subject to a third party licence and BHEL's ability to disclose such licensed data to the Recipient may be subject to various restrictions and limitations. BHEL also retains all ownership, copyright and other intellectual property rights in all reports, written advice or other materials provided by BHEL to the Recipient or its Related Persons.

8. GENERAL

- 8.1 In making Confidential Information available to the Recipient, BHEL undertakes no obligation to provide the Recipient with access to any additional Confidential Information, or to update, alter, or add, or to correct any inaccuracies which may become apparent in the Confidential Information supplied. The supply of any Confidential Information shall not be taken as any form of commitment on the part of BHEL to proceed with any transaction.
- 8.3 The obligations hereunder shall terminate automatically upon the Parties entering into a further agreement to the extent that such agreement contains provisions covering the confidentiality of the Confidential Information. Otherwise the obligations of confidentiality herein shall terminate on after fifteen (15) years from the date of termination of this agreement or the date of completion of the Purpose, whichever is later.
- 8.4 No amendments, changes, modifications or waivers to this Agreement shall be valid, except if the same are in writing and signed by both Parties.
- 8.5 These terms comprise the full and complete agreement of the Parties with respect to the disclosure of the Confidential Information and supersede and cancel all prior communications, understandings and agreements between the Parties in relation to such disclosure, whether written or oral, expressed or implied.
- 8.6 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any Party may enter into this Agreement by executing a counterpart.

- 8.7 This Agreement shall be binding upon and enure for the benefit of the undersigned Parties and their successors. The Agreement may not be assigned to any third party without the written consent of both Parties.
- 8.8 Nothing herein shall be construed (i) as creating any partnership, joint venture, or similar relationship between the Parties or (ii) as creating any obligation on the Parties to perform any work or to enter into any agreement or business arrangement.
- 8.9 Neither Party to this Agreement nor any of their Related Persons is under any obligation or has agreed to any liability to reimburse the other Party or any of its Related Persons in respect of any costs, expenses, damages or losses incurred by any such person in connection with this Agreement or any negotiations, actions or omissions relating to this Agreement or the Purpose whether or not such matters lead to a legally binding transaction or offer.
- 8.10 Without prejudice to any other right or remedy that BHEL may have against the Recipient, BHEL shall have the right to delist/ ban or take any other appropriate action to blacklist the Recipient for a violation or of this Agreement. "Violation" for the purpose of this clause shall include, without limitation, minor breaches to this Agreement.
- 8.11 The Recipient hereby undertakes to wholly cooperate in utmost good faith with BHEL in seeking any protective order of any other remedy from any authority as BHEL may pursue.

9. GOVERNING LAW AND ARBITRATION

- 9.1 This Agreement shall be governed by and construed in accordance with Indian law
- 9.2 Any dispute arising out of or in connection with this Agreement shall be resolved mutually, between the parties. In the event failure to amicably resolve the dispute within a period of 30 days of being communicated in writing by one party to the other, the same shall be referred to the sole arbitrator appointed by the Unit Head of BHEL Ranipet. The place of arbitration shall be at Ranipet. The sole arbitrator may hold meetings for convenience in such a place as per his discretion. The arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Subject to this, the court at Ranipet alone shall have exclusive jurisdiction.

10. NOTICES

A notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally, by recorded post or sent by fax to the Party due to receive the notice or communication at the address, and for the attention of the person, set out below, or for the attention of such other person as specified by that Party by written notice to the other.

For BHEL

[insert]

For [The “*Recipient*”]:

[insert]

AS WITNESS the hands of the Parties (or their duly authorised representatives) on the date which first appears on page 1 hereof.

Signed for and on behalf of

BHEL	_____
Authorized Signatory:	Authorized Signatory:
Name, Designation and Seal	Name, Designation and Seal
Witness:	Witness:
Name, Designation and Seal	Name, Designation and Seal



Bharat Heavy Electricals Limited
PURCHASE DEPARTMENT
BHEL, Ranipet – 632406 (TN)

Invitation for (Eoi) Expression of Interest

EOI No. - BHEL/ AIM / EOI /FSW/ 2020-21 dt 11.02.2020

Design, Supply, Erection, Commissioning, Training and performance prove out of Heavy Duty Friction Stir welding facility at BHEL, BAP-Ranipet.

Bid Submission Closing	06.03.2020 at 14:00 Hrs (IST)
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Bid Opening	06.03.2020 at 14:30 Hrs (IST)
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Contact: M ISRAEL RAJU Additional General Manager / AIM

Bharat Heavy Electricals Limited Ranipet-632406, Tamil Nadu (INDIA)

E-mail : israelraju@bhel.in, zeeshan@bhel.in Ph. No. : +91 – 04172 – 284849 , 284153

For more details, Visit: www.bhel.com , <http://eprocure.gov.in/cppp/>

Note: All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit www.bhel.com to keep themselves updated.