

PART – I – PRE QUALIFICATION REQUIREMENTS (PQRs)

PART-1 WILL BE OPENED ON DUE DATE 21.08.2014

FOLLOWING ARE TO BE SUBMITTED COMBINED IN THE ENVELOPE No. 1 (PART-1):

1. **EMD** (Earnest money deposit)
2. **PQR** (Pre-qualification requirement)
3. **SRF**(supplier registration form)

SRF IS NOT REQUIRED FROM THE VENDORS ALREADY APPROVED BY BHEL HEEP HARIDWAR FOR TENDERED ITEMS

**** In case any bidder finds PQR suitable they may obtain further detailed Technical specification of the items for preparation of bid either physically from BHEL HEEP Haridwar (Purchase –EM Group, 01334-285327/ 281976/ 284080) or through email from nandlal@bhelhwr.co.in or yran@bhelhwr.co.in or hariom@bhelhwr.co.in preferably within 7 days of publishing this tender, only after submission of NDA (as per enclosed format) & Tender fee Rs. 2000/- in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft in favour of BHEL HARIDWAR . Foreign bidders required to pay Tender Fee as \$ 50.00 / EU 40.00 in the form of Pay Order/ Demand Draft/ e-Payment only along with NDA (as per enclosed format) to collect the detailed technical specification.**

**** Micro and Small Enterprises (MSE) suppliers registered with NSIC are exempted from submission of Tender fee & EMD.**

**** All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are exempted from submission of EMD.**

**** Those bidders who can meet PQR and are not registered with BHEL HEEP Haridwar shall also require to submit complete SRF form (supplier registration form available at www.bhel.com) for registration as without registration, offers could not be processed. Further any query of SRF shall be replied preferably within 7 days of intimation failing which offer is liable to be ignored.**



Tender No. NIT/69/E/E243/2013/4928/Q1

Due Date: 21.08.2014

BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARIDWAR-249403 (UA)

Fax: 0091 01334-226462, Phone: 0091 01334-285327, 281976

E-mail: nandlal@bhelhwr.co.in; yan@bhelhwr.co.in; hariom@bhelhwr.co.in

Tender No. NIT/69/E/E243/2013/4928/Q1

Date of Issue: 31/07/2014

Due Date of Tender: 21/08/2014

OPEN TENDER

Subject: Open tender for items “Constant Pressure Controller” & “Flow Regulator” as detailed below:

Dear Sir,

We are pleased to invite your lowest quotation / offer in THREE PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned item:.

Tender No	Item Description	Qty. (Nos.)	Last date to get from BHEL	Opening date	Delivery Required	EMD (Earnest Money Deposit)
NIT/69/E/E243/2013/4928/Q	“Constant pressure Controller” Material Code W90414903250 As per Spec No. TG60384 Rev : 02	24	20/08/2014	21/08/2014	As per Annexure-II	Rs. 2,00,000/- (Two Lac only) or equivalent foreign currency
	“Flow Regulator” Material Code W90414903277 As per Spec No. TG60385 Rev : 02	10				

BHEL Reserves the right to split order on more than one source and / or enter into parallel contracts.

1. Tender is required to be submitted strictly in three Envelopes as per clause 1.1 of Instructions to bidders. Tender No. and opening date should be clearly super scribed on the cover Sealed tenders.
2. Last date for taking tender documents/ detailed technical specifications and Opening of tender are indicated above. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room at BHEL HEEP HARIDWAR.

NOTE: The vendor should submit their complete offer in 3 envelopes as per clause 1.1 of Instructions to bidders at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

Vendors operating from BHEL quarters, unauthorised colonies on BHEL land and Dharamshalas / hotels shall not be considered, hence such vendors need not apply.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Item details & delivery requirements are as per Annexure-II.

3. Intending vendors must remit the tender fee of Rs. 2,000.00 (for indigenous vendors) or equivalent foreign currency \$ 50.00 / €40.00 (for foreign vendors) along with the requisite EMD of Rs. 2, 00,000.00 or equivalent foreign currency (for foreign vendors) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (permitted for foreign bidders for remittance of Tender Fee & EMD as per Annexure-III) **only. Cheque / Bank Guarantee are not acceptable.**

PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE DRAWN IN FAVOR OF “BHEL HARDWAR”. TENDER FEE IS REQUIRED TO BE SUBMITTED ALONG WITH NDA (NON DISCLOSURE AGREEMENT) FOR COLLECTION OF DETAILED TECHNICAL SPECIFICATIONS WITHIN 7 DAYS OF ISSUE OF THE TENDER. EMD TO BE SUBMITTED IN PART- I ALONG WITH PQR & SRF.

4. This Part–I shall be opened at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring enquiry specific authority letter from their principals for attending the bid opening.

All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are exempted from submission of EMD. Further, Micro and Small Enterprises registered with NSIC are also exempted from submission of tender fee.

Before giving exemption under MSMED Act, the status of MSMED Suppliers shall be examined to ascertain whether they continue to be in the category of MSMED suppliers or not as per the act and obtain Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per Act.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-IV where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazette officer.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-

- a. Valid NSIC Certificate or
- b. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure IV) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However, credentials of all MSEsupplier will be verified before advancing the intended benefits at the time of tender evaluation.

MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.

In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor (considering each item separately) , then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendors is in 15% band the same is accepted by more than one MSE vendors then 20% quantities of respective items will be considered for ordering on proportionate basis (to tendered quantity) amongst MSE vendors.

While distributing the 20% quantity amongst MSE vendors the decimal points in quantity will be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, will be given to L-1 (amongst MSE) vendor. However if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost .

In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.

If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.

EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour 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.

EMD given by all unsuccessful Tenderers shall be refunded /returned on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after completion of Contract purchase order.

EMD shall not carry any interest.

5. **BIDS SHALL BE OPENED ONLY OF THOSE VENDORS WHO SHALL SUBMIT EMD AND TENDER FEE. Only those vendors who fulfill the Pre-Qualifying Requirements will be considered for further technical evaluation. Tender opening schedule will be as per clause 2.0 of Instructions to bidders.**
6. **The total quantity may undergo change at the time of ordering. Further “BHEL RESERVES THE RIGHT TO SPLIT ORDER ON MORE THAN ONE SOURCE AND / OR ENTER INTO PARALLEL CONTRACTS”.**
7. **Please note that tender received after due date & time (1.45 PM on 21.08.2014) will not be opened.** BHEL will not be responsible for any type of postal / courier delay/ incomplete information from vendor.
8. Other terms and conditions will be as per tender documents.

KINDLY READ “INSTRUCTIONS TO BIDDERS” THOROUGHLY. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

Nand Lal
AGM (PPX-EM)

INSTRUCTION TO BIDDERS

Clause 1.0 :

The tenders shall be submitted in **THREE PARTS** as described below on or before the due date;

Part I: EMD, Pre- Qualifying Requirement (PQR) & SRF.

Part II: Techno -Commercial Bid.

Part III: Price bid as per format in Annexure-II

BHEL will deal directly with the manufacturers /principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

The bidders will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender.

Unsigned bids shall be ignored.

The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific bid opening on that particular day. General authorization letter is not acceptable.

Clause 1.1:

The tender document must comprise of three envelopes:

- I) **Envelope I (PART-I):** EMD (or valid NSIC Certificate for MSE bidders for exemption of EMD) and Pre-Qualifying Requirement & SRF.
- II) **Envelope II (PART-II):** Techno-Commercial Bid
- III) **Envelope III (PART-III):** Price Bid

IT IS ESSENTIAL THAT ALL OFFER COMPRISING OF ABOVE THREE ENVELOPES & THE RELEVANT INFORMATION SHOULD BE SUBMITTED ON OR BEFORE THE DUE DATE & TIME OF TENDER OPENING. IF ANY ONE OF THE ABOVE ENVELOPE/INFORMATION IS RECEIVED LATE, THEN OFFER SHALL BE TREATED AS LATE OFFER & SHALL NOT BE CONSIDERED.

FURTHER, IF VENDOR DOES NOT SUBMIT PQR, EMD & SRF OR ANY OF THE DOCUMENT IN PART-1 OFFER, THEN THEIR OFFER SHALL BE TREATED AS INCOMPLETE AND WILL NOT BE CONSIDERED.

The following shall be super scribed on the envelopes:

1. PART-I

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "EMD OR VALID NSIC CERTIFICATE FOR MSE BIDDERS FOR EXEMPTION OF TENDER FEE & EMD & PRE QUALIFYING REQUIREMENT AND SRF – PART - I."

2. PART-II

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. TECHNO -COMMERCIAL BID – PART – II

3. **PART-III**

1. TENDER NO. AND ITEMS DESCRIPTION.
2. DUE DATE FOR OPENING OF PART-I.
3. PRICE BID – PART - III

The part-I, part-II and part-III shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelope duly sealed and super scribed as:

“TENDER FOR “CONSTANT PRESSURE CONTROLLER & FLOW REGULATOR” AGAINST TENDER ENQUIRY NO. **NIT/69/E/E243/2013/4928/Q1** DUE ON **21/08/2014** CONTAINING PART-I, PART-II and PART-III OF THE OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope.

Envelopes not marked as above are liable to be ignored and will not be opened.

Note: The Supplier Registration Form (SRF) duly filled-up will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness
SRF form can be downloaded from www.bhel.com. BHEL approved vendors for these items “Constant Pressure Controller & Flow Regulators” need not to submit SRF.

Clause 1.2:

PART I (PRE QUALIFICATION REQUIREMENTS): Shall comprise of requisite EMD (or valid NSIC Certificate for exemption of EMD), Pre-Qualifying Requirement & SRF. The Pre-Qualifying Requirement shall comprise of the following:

- a) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- b) Relevant documents as requested in Pre- Qualifying Requirement.
- c) The rating of the company quoting for this tender from a third party (independent agency) preferably by M/s Dun and Bradstreet should be submitted. (DUNS NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years in absence of DNB / third agency report.**

Clause 1.3:

PART-II: (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) Complete Technical offer.
- b) Relevant copies of catalogues, drawings or specification, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Acceptance of commercial terms by vendor as per **Annexure I**.
- d) Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation.
- e). Copy of price Bid (without prices).
- f) Any additional documents (please specify).

Clause 1.4 :

PART-III (PRICE BID)

Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

If price bid is not submitted, the offer will be rejected out rightly.

THE EVALUATION OF TENDER SHALL BE ON THE BASIS OF “TOTAL LANDED COST TO BHEL”. FOR EVALUATION, EXCHANGE RATE (TT SELLING RATE OF STATE BANK OF INDIA) AS ON SCHEDULED DATE OF TENDER OPENING (PART-I) SHALL BE CONSIDERED. IF THE RELEVANT DAY HAPPENS TO BE A BANK HOLIDAY, THEN THE FOREX RATE AS ON THE PREVIOUS BANK (SBI) WORKING DAY SHALL BE TAKEN.

ALL REQUIREMENT OF 24 NOS. OF CONSTANT PRESSURE CONTROLLER (CPC) & 10 NO. OF FLOW REGULATORS ARE UNDER MOA DEEC (CUSTOM DUTY FREE).

Clause 1.5

a) **Foreign Suppliers:** The prices are to be quoted on C&F Nava Sheva (Mumbai Sea port) & FOB basis separately. The bidder who quote on other than C&F Nava Sheva (Mumbai Sea port) /FOB basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.

b) **Indigenous suppliers:** Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.

c) Insurance during transportation shall be taken care of by BHEL.

d) Applicable sales tax, excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.

e) The comparison between foreign and indigenous bids shall be done based on the **Total** Landed cost to BHEL basis (FOR Destination).

Clause 2.0: TENDER OPENING SCHEDULE

Offer should be complete in all respect (i.e. Part-I, Part-II, and Part-III).

Part-I, Comprising EMD (or valid NSIC Certificate for exemption of EMD), Pre- Qualifying Requirement and SRF will be opened on the date and time specified in the tender covering letter, in the presence of those vendors, who wish to attend the tender opening.

Part- II, Containing Techno -Commercial Bid will be opened on a later date only for those vendors who have qualified in the Part I. The opening date of Part II shall be intimated to qualified vendors in advance.

Part- III, Containing Price Bid will be opened later on for those vendors who have qualified in the Part I and Part II. The opening date of Part III shall be intimated to qualified vendors in advance.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)

Clause No. 3:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 4:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Clause No. 5:

Where ever National/International (N/IN) standards are referred, the latest N/IN standard & are to be followed. Mention year & date of standard revision that shall be followed for the supply.

Clause No. 6:

Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves 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 to for giving discount in case of increase in quantity.

If there is any change by BHEL w.r.t original specifications/requirement/scope/terms & conditions, the bidder may be asked by BHEL to submit only the price impact bid for such changes.

Clause No. 7:

For foreign vendors: The Trans-shipment condition in BHEL purchase orders / Letter of Credit will be governed by Uniform Customs and Practices for Documentary Credits, UCP 500 of International Standard Bank Procedures issued by the International Chamber of Commerce (ICC). Please refer to our web site www.bhelhwr.co.in under the heading "TRANS-SHIPMENT".

Clause No. 8:

Arbitration Clause (For Indigenous Orders):- In all cases of dispute the matter shall be referred for ARBITRATION to any Arbitrator to be appointed by the Executive Director or any officer who is administrative head of Bharat Heavy Electrical Ltd., at Hardwar. The award of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of all parties.

Clause No. 9:

TERMS AND CONDITIONS OF REVERSE AUCTIONING (IF OPTED BY BHEL)

Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET for finalization of tender.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

KINDLY READ “INSTRUCTIONS TO BIDDERS” THOROUGHLY. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Nand Lal
AGM (PPX-EM)

**NDA (NON-DISCLOSURE AND PROPRIETARY
INFORMATION AGREEMENT) (Ten Sheets)**

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 Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____(**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____(**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: **(Name of the PPX Incharge)**

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

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

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

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

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

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

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ (Name of Vendor)

and

Bharat Heavy Electricals Ltd.

dated:

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

For (Name of Vendor)

(Name of Person)

Tel.

Fax

Address.

Building

Mr.

Tel.

Fax

Address.

Building

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration

BHEL, HEEP, Haridwar

India

Tel. 01334

Fax 01334

Address. Main Administration

BHEL, HEEP, Haridwar

India

Mandatory Pre-Qualification requirements for Constant Pressure Controller (CPC) Valves

1.0 The CPC is used in the Seal oil skid for hydrogen cooled generators. CPC is utilized for maintaining a constant pressure after the seal oil pump (Triple Screw type). It should be of very reliable and proven design to maintain the required seal parameters under all conditions, so that hydrogen gas cannot escape.

2.0 The vendor should be a regular manufacturer of such items and should have manufactured and supplied CPC's of at least the following sizes in the last 5 years:

CPC: Size NB 25 (min), NP 40

3.0 In support of above, vendor shall furnish their credential list, as per the following format for the past 5 years, with at least 5 nos. per year:

S. No.	Size (NB) & NP	Brief technical details	Application	Name & address of customer	Year of supply
		Flow medium Set value range of actuator			

4.0 Acceptance certificate from one of the vendor's customer of CPC supplied to them (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application.

5.0 BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.

6.0 Offer of Vendors not meeting above requirement will not be considered.

Mandatory Pre-Qualification requirements for Flow Regulator

- 1.0 The flow regulators are used in the Seal oil skid for hydrogen cooled generators. These are utilized for maintaining the seal oil flow to shaft seal in all regimes. The regulator should be of very reliable and proven design to maintain the required seal parameters under all conditions, so that rotor shaft is not damaged.
- 2.0 The vendor should be a regular manufacturer of such items and should have manufactured and supplied flow regulators of at least NB 15 size, NP 25 in the last 5 years:
- 3.0 In support of above, vendor shall furnish their credential list, as per the following format for the past 5 years, with at least 5 nos. per year:

S. No.	Size (NB) & NP	Brief technical details	Application	Name & address of customer	Year of supply
		Flow range Flow medium			

- 4.0 Acceptance certificate from one of the vendor's customer of Flow regulator supplied to them (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application.
- 5.0 BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.
- 6.0 Vendors to confirm specific compliance of above requirement else offers will not be considered.

Quality Requirements

Pre-Inspection by BHEL nominated inspection agency QUEST for indigenous supply & for foreign supply inspection by third party inspection agency (LRS/TUV/BV) with witnessing of Hydro test, Seat Leak Test, Functional Test & Review of material Test Certificates.

PART – II – TECHNO- COMMERCIAL BID

TO BE CONSIDERED ONLY OF PART-1 QUALIFIED BIDDERS (BID OPENING DATE OF PART-II WILL BE INTIMATED LATER ON TO QUALIFIED BIDDERS)

FOLLOWING ARE TO BE SUBMITTED COMBINED IN THE ENVELOPE NO. 2:

- 1. Reply to Annexure-I, Acceptance to commercial terms by the vendor**
- 2. Complete technical offer confirming compliance of BHEL specifications**

**** If any techno-commercial deviation same shall be intimated at this stage only. No deviation will be accepted later on.**

ANNEXURE-I (INDIGENIOUS SUPPLIES) (FIVE SHEETS)**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS
FOR INDIGENIOUS SUPPLIES**

BHEL Standard Terms	Vendor's Acceptance
<p>1. All envelopes to be marked with whether "Pre-Qualification Requirement" (Part-I), "Un-Priced Bid Cum Techno-Commercial Bid" (Part – II) or "Priced Bid" (Part – III). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-II of the offer.</p>	
<p>2. Payment terms:</p> <p>a) <u>Payment term will be 100% through Bank negotiated against dispatch documents.</u></p> <p>b) NEGOTIATION OF DOCUMENTS THROUGH BANK:-</p> <p>Where the material is pre dispatch inspected by BHEL and payments are negotiated through bank, the documents may be presented for negotiation through any of the following bankers:-</p> <p>i. SBI Br.Code 0586, Sector -5 BHEL Ranipur Haridwar 249403 (Uttarakhand) IFSC CODE : SBIN000586 , Swift Code : SBININBB225</p> <p>ii. PNB Br. Code 1074 PNB House BHEL Ranipur Haridwar 249403 (Uttarakhand)</p> <p>iii. CANARA Bank: Branch Code 2225, Railway Road, Haridwar 249403 (Uttarakhand)</p> <p>c) Bank charges shall be either side.</p>	
<p>3.TAXES :</p> <p>TAXES & DUTIES: Rate of Excise & Sales Tax must be indicated in your offer even if it is inclusive. Where ever the material being offered is imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD or any other duties as applicable for each item must be indicated. The offer is liable to be ignored in absence of this information.</p> <ul style="list-style-type: none"> If Rate of taxes and duties are not defined then current / prevailing rate will be considered (even if it is inclusive). 	
<p>i. Rate of Excise Duty</p>	
<p>ii. Rate of CST / VAT</p>	
<p>iii. Rate of CVD</p>	
<p>iv. Any Other Duty:</p>	
<p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	

<p>4. Delivery basis : On “FOR BHEL Haridwar” Basis. If any bidder still quotes on other than FOR BHEL Haridwar basis, then its offer will be loaded by maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry / freight rate available at BHEL.</p> <ul style="list-style-type: none"> • Non –availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties. 	
<p>5. Dispatch of Material: Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Haridwar (details available at www.bhelhwr.co.in) 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 & acceptance of material only and demurrage/any other charges shall be borne by supplier.</p> <p>Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>6. Late delivery penalty Clause: BHEL will levy a penalty for delayed delivery @1/2% per week or part thereof subject to maximum 10%. Acceptance of this MUST BE specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL may load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for comparison purpose.</p> <p>LD shall be applicable on grace period also. Against purchase order schedule delivery, Date of delivery will be considered as per the following delivery terms;</p> <ol style="list-style-type: none"> Delivery Ex-works:- Date of GR /LR Delivery FOR vendor works:- Date of GR/LR Delivery FOR BHEL Hardwar/Hardwar:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) <ul style="list-style-type: none"> • LD Penalty for Rejection Cases: In case the material is rejected, then LD will be considered on the basis of date of replacement. • Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. 	
<p>7. Drawing / data approval : Any drawing / data approval required from BHEL after placement of order Shall be submitted within 15 days of ordering and. Any delay beyond this period will be liability of the vendor. Further no change is acceptable in drawing/data after finalization of the offer.</p>	

<p>8. Drawing / design / information use: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>	
<p>9. Authorization for pre-inspection:</p> <p>BHEL is authorized to get pre inspect the material at vendor's works by BHEL / BHEL nominated agency. The material will be dispatched only after getting clearance from BHEL on the pre-dispatch inspection report.</p> <ul style="list-style-type: none"> • Pre dispatch inspection (PDI) call should be given at least 15 days in advance of schedule delivery. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. 	
<p>10. Offer Validity: Validity of the offer should be 90 days from tender opening date.</p>	
<p>11. While submitting your bids please clearly indicate: (a) Expected Weight of goods net and gross in Kg (lots wise) (b) The size of packed goods (if not exact then approximate.)</p>	
<p>12. The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.</p>	
<p>13. Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.</p>	
<p>14. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 20 days from the date of PO otherwise it shall be assumed that PO is acceptable to vendor.</p>	
<p>15. Right of Acceptance : BHEL reserves the right to reject any or all the 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 Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.</p>	
<p>16. Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding</p>	

documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
17. Please note 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	
18. 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. Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
19. Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	
20. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.	
21. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.	
22. Quality Requirements : Pre-Inspection by BHEL nominated inspection agency QUEST with witnessing of Hydro test, Seat Leak Test, Functional Test & Review of material Test Certificates.	
23. Customer approval : Customer approval of vendor may required for some projects. In that case the offer for those requirements shall be considered subject to vendor approval from customer end.	
24. RISK PURCHASE: In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.	
25. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is	

impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.

b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.

c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.

26. Settlement of Disputes:

- If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry and offer of bidder.

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.

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE-I (FOREIGN SUPPLIES) (SIX SHEETS)
COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS
FOR FOREIGN SUPPLIES

BHEL Standard Terms	Vendor's Acceptance
<p>1. All envelopes to be marked with whether "Pre-Qualification Requirement" (Part-I), "Un-Priced Bid Cum Techno-Commercial Bid" (Part – II) or "Priced Bid" (Part – III). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-II of the offer.</p>	
<p>2. Payment terms:</p> <p>d) <u>Payment term will be 100% through Bank on CAD basis.</u></p> <p>e) NEGOTIATION OF DOCUMENTS THROUGH BANK:-</p> <p>Where the material is pre dispatch inspected by BHEL nominated inspection agency and payments are negotiated through bank, the documents may be presented for negotiation through any of the following Indian bankers:-</p> <p>i. SBI Br.Code 0586, Sector -5 BHEL Ranipur Haridwar 249403 (Uttarakhand) IFSC CODE : SBIN000586 , Swift Code : SBININBB225</p> <p>Bank charges shall be either side (i.e. bank charges outside India shall be bear by vendor.)</p>	
<p>3. CURRENCY OF PAYMENT may be Euro / Dollar / CHF etc.</p>	
<p>4. Exchange rate :</p> <p>For evaluation of foreign bids, the exchange rates (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered.</p> <p>If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Indian Agents commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date (as stated above) which shall not be subjected to any further exchange rate variation.</p>	

5. Delivery basis :

- Delivery term shall be quoted for both on FOB basis (Despatching port) and C&F basis (cost & freight basis) at Mumbai Sea port.
(C&F charges must essentially be quoted and indicated separately in price bid.)

The bidders who do not mention C&F charges then their offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port against the enquiry / freight rate available with BHEL.

No representation about the freight amount taken by BHEL will be entertained.

Port of loading/ delivery destination shall be essentially informed.

Further non-availability of ship/transporter will not be accepted for rescheduling the delivery or waiver of penalties.

Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.

6. Delivery Period for Supply:

- Earliest Time period required by bidder for supply of equipment shall be quoted. This delivery period shall be for quoted delivery terms as per following detail and will be linked with BL/AWB date as indicated in Late delivery penalty clause

a. Delivery FOB / FCA port of discharge:- Date of BL/AWB

b. Delivery C&F/CPT port of destination:- Date of BL/AWB

Supply period indicated by bidder should include reasonable time required for manufacturing and FOB/FCA delivery (for shipment and getting BL/AWB, material must be handed over minimum 3 weeks before schedule delivery).

Specifically confirm your agreement to air freight the material at your cost in case the delivery is delayed beyond 4 weeks. It is in addition to the penalty for delayed delivery.

- **Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.**

7. Late delivery penalty Clause:

BHEL will levy a penalty for delayed delivery @1/2% per week or part thereof subject to maximum 10%. **Acceptance of this MUST BE specifically mentioned in your quotation.** Any deviation from this will be loaded accordingly i.e. BHEL may load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by

<p>the vendor, for the purpose of comparative statement. LD shall be applicable on grace period also.</p> <ul style="list-style-type: none"> • LD Penalty for Rejection Cases: In case the material is rejected, then LD will be considered on the basis of date of replacement. 	
<p>8. Drawing / data approval : Any drawing / data approval required from BHEL after placement of order Shall be submitted within 15 days of ordering. Any delay beyond this period will be liability of the vendor. Further no change is acceptable in drawing/data after finalization of the offer.</p>	
<p>9. Drawing / design / information use: The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will also not be used for manufacturing for any other customer.</p>	
<p>10. Authorization for pre-inspection: BHEL is authorized to get pre inspect the material at vendor's works by third party. The material will be dispatched only after getting clearance from BHEL on the pre-dispatch inspection report. The pre-dispatch inspection is required from either of LRS/TUV/BV inspection agency. The offered prices shall be inclusive of inspection charges and offered delivery period must take account inspection time if pre dispatch- inspection is specifically asked in tender enquiry.</p>	
<p>11. Import Supply:</p> <p>a) As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with packaging materials. This is mandatory. Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p> <p>b) Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	
<p>12. Offer Validity: Validity of the offer should be 90 days from tender opening date.</p>	
<p>13. While submitting your bids please clearly indicate:</p> <p>(a) Expected Weight of goods net and gross in Kg (lots wise) (b) The size of packed goods (if not exact then approximate.)</p>	

<p>14. The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement.</p>	
<p>15. Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.</p>	
<p>16. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 20 days from the date of PO otherwise it shall be assumed that PO is acceptable to vendor.</p>	
<p>17. Right of Acceptance :</p> <p>BHEL reserves the right to reject any or all the 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 Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.</p>	
<p>18. Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.</p>	
<p>19. Please note 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>20. 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.</p> <p>Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same.</p> <p>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
<p>21. Pl. Confirm that the prices will remain firm during the entire</p>	

validity and execution of the Project.	
22. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.	
23. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.	
24. Quality Requirements : Inspection by third party inspection agency (LRS/TUV/BV) with witnessing of Hydro test, Seat Leak Test, Functional Test & Review of material Test Certificates.	
25. Customer approval : Customer approval of vendor may required for some projects. In that case the offer for those requirements shall be considered subject to vendor approval from customer end.	
26. RISK PURCHASE: In case of delays in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier.	
27. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c) Regardless of what maybe otherwise follow from these general conditions, either party ought to be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d) Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
28. Settlement of Disputes: • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to	

settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.

The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law.

Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry and offer of bidder.

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.

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE-II (ONE SHEET)**Item Details and Delivery Schedule**

Tender No.	Material Code	Description	Specification	Lot Qty.	Delivery
NIT/69/E/E243 /2013/4928/Q1	W90414903250	Constant Pressure Controller	TG60384 Rev 02	15 Nos.	29/08/2014
				06 Nos.	29/09/2014
				03 Nos.	28/10/2014
	W90414903277	Flow Regulator	TG60385 Rev 02	04 Nos.	29/08/2014
				06 Nos.	28/10/2014

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

DETAILED SPECIFICATION FOR PREPARATION & SUBMISSION OF BID CAN BE OBTAINED AFTER SUBMISSION OF NDA & TENDER FEE AS MENTIONED IN PREFACE OF PART-I.

ANNEXURE-III (ONE SHEET)

Bank Details for E-REMITTANCE of Tender Fee & EMD (for foreign bidders only)

BANK DETAILS OF SBI BANK for E-Remittance of Tender fee & EMD are as follows:

STATE BANK OF INDIA
RANIPUR BRANCH,
OPP: BHEL MAIN GATE,
SECTOR-5, RANIPUR,
HARIDWAR, UTTRAKHAND, INDIA
PIN CODE: 249403

SWIFT NO	:	SBININBB225
CC ACCOUNT NO	:	10667995458
IFSC CODE	:	SBIN0000586

CHIEF MANAGER SBI (IBD), SH. SUDHIR SHARMA
CONTACT NUMBER: 01334-224201 / 226125
FAX NO: 01334-226512

Annexure-IV

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 form the Books of Accounts that the investment of the company as on dateas 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 RsLacs 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 whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises 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

PART – III – PRICE BID (FOREIGN SUPPLIES)

**TO BE CONSIDERED ONLY OF PART-II
QUALIFIED BIDDERS (BID OPENING DATE OF
PART-III WILL BE INTIMATED LATER ON TO
QUALIFIED BIDDERS)**

**FOLLOWING ARE TO BE SUBMITTED
COMBINED IN THE ENVELOPE NO. 3:**

1. Price- bid

Please attach replica of price bid without prices with technical bid (part II).

Sr, No.	Material Code	Description	Qty	Basic Price including inspection charges (inspection through inspection agency LRS/TUV/BV)
1	W90414903250	Constant Pressure Controller		
2	W90414903277	Flow Regulator		

PART-III – PRICE BID (INDIGENOUS SUPPLIES)

TO BE CONSIDERED ONLY OF PART-II QUALIFIED BIDDERS (BID OPENING DATE OF PART-III WILL BE INTIMATED LATER ON TO QUALIFIED BIDDERS)

FOLLOWING ARE TO BE SUBMITTED COMBINED IN THE ENVELOPE NO. 3:

1. Price- bid

Please attach replica of price bid without prices with technical bid (part II).

Sr, No.	Material Code	Description	Qty	Basic Price
1	W90414903250	Constant Pressure Controller		
2	W90414903277	Flow Regulator		

NOTE :

- a) The evaluation of tender shall be on the basis of “total landed cost to BHEL”. For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I) shall be considered. If the relevant day happens to be bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- b) All requirement of 24 Nos. of Constant Pressure Controller & 10 no. of Flow regulators are under MOA DEEC (custom duty free).
- c) Offer has to be submit as per BHEL SPEIFICATIONS /DRAWINGS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- d) Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.
- e) **Foreign Suppliers:** The prices are to be quoted on C&F Nava Sheva (Mumbai) (Sea) & FOB basis separately. The bidder who quote on other than C&F Nava Sheva (Mumbai)/FOB basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling or waiver of penalties.
- f) **Indigenous suppliers:** Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- g) Insurance during transportation shall be taken care of by BHEL.
- h) Applicable sales Tax, Excise duty, service tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation.
- i) The comparison between foreign and indigenous bids shall be done based on the Total Landed price basis (FOR Destination).

Date :

Signature :

Name :

Designation :

Department :

M/s