



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
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Tender No: NIT/E/E243/2015/2504/Q1

Due Date: 29.09.2015

Sub: BHEL-HEEP/OPEN-TENDER (Float Valves)

Dear Sir

The Heavy Electricals Equipment Plant (HEEP) located at Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on. Government of India has a plan to add 70,000 MW in Five Year Plan (2007-2012) and more than 1,20,000 MW in next five year plan (2012-2017).

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

Tender No	Item Description	Qty (Nos)
NIT/E/E243/2015/2504/Q1	FLOAT VALVE CS NP1.6 NB50, SPEC: TG60163 REV: 02, material code W90414901452	18

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in or <http://eprocure.gov.in> and to be submitted with requisite EMD and tender fee. Relevant specifications & drawings of the above items could be made available prior to due date against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar, however, originals must be submitted with Part-I. **Only those vendors who fulfill the Minimum/Pre Qualifying Requirements & Quality Requirements (as per Annexure-I) will be considered for further technical evaluation.**

This notification shall be published in Indian as well as International Newspaper. **The last date for taking tender documents shall be 13.10.2015 & opening of each tender shall be 14.10.2015.** Tenders will be received up to 1.45 PM on 14.10.2015 and opened on the same day at 2.00 PM in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 14.10.2015) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Interested vendors must remit the tender fee of Rs. 2,000/- for indigenous vendors (Rupees Two Thousand or equivalent amount in foreign currency for foreign vendors) against each tender along with the requisite EMD Rs 1,00,000/- (Rupees One Hundred Thousand or equivalent amount in foreign currency for foreign vendors) in the form of bank draft (In case of foreign bidders e-payment may also be accepted as EMD) while submitting the tender documents as detailed in "GENERAL TERMS & CONDITIONS" (ANNEXURE-II), after down loading from either of these web sites. Estimated value of tender is approximately Rs **50 Lacs**.

- **The tenders shall be submitted in two parts, as described below, on or before the due date. (Refer Annexure-III for bid composition and marking of envelope)**
 - **Part I – EMD, Tender Fee, Pre-qualification requirement (PQR), Vendor Registration Form (SRF), NDA & Techno -Commercial Bid along with Annexure-IV**
 - **Part II – Price Bid**
- **(Refer Annexure-III for bid composition and marking of envelope, bids not in line with this will not be considered)**
- **Relevant specifications & drawings** of the above items will be made available only *against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar*, however, originals must be submitted with Part-I. Other cross referred documents can either be physically collected from BHEL, Haridwar or can be

obtained by email hariom@bhelhwr.co.in or nandlal@bhelhwr.co.in against proof of draft of the tender fee in favor of BHEL, Haridwar. This Tender fee draft & NDA are to be submitted along with Part-I (Techno-commercial) bid. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

- **The total quantity may undergo change at the time of ordering.** The details of each item with required deliveries are given in **ANNEXURE-V (Details of Items)**

PRICE BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE (ENVELOP A). *[Please submit separate drafts for EMD and tender fee drawn in favor of BHEL, Haridwar in envelope (called A) super-scribed with bold letters "EMD & Tender Fee" to be submitted with Part-I bid before 1:45 PM on the due date].* The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

REFERENCE

PRE-QUALIFYING REQUIREMENT & QUALITY REQUIREMENTS	ANNEXURE-I	PAGE – (3-4)
GENERAL TERMS & CONDITIONS	ANNEXURE-II	PAGE – (5-11)
COMPOSITION OF BIDS & MARKING OF ENVELOPE	ANNEXURE-III	PAGE – (12-13)
TECHNO-COMMERCIAL T & C	ANNEXURE-IV	PAGE – (14-16)
DELIVERY REQUIREMENT	ANNEXURE-V	PAGE – 17
QUALITY PLAN		PAGE – 18
NON-DISCLOSURE AGREEMENT (NDA) FORMAT		Attached separately

Annexure-I**Mandatory Pre-Qualification requirements for Float Valve**

1. The Float Valve is used to maintain required liquid level in Seal Oil Tank. This valve is used for medium grade turbine oil. Maximum Temperature of medium is 75°C. The Valve should be of very reliable and proven design to maintain the required parameters in line with system requirements under all operating conditions.
2. The vendor should be a regular manufacturer of such item and should have manufactured and supplied Float Valve of at least NB 50 size, NP 16 kg/cm² (Double seated) in the last 3 calendar years for power plant application.
3. In support of above, vendor shall furnish their credential list, as per the following format for the last 3 calendar years, with supply of at least 5 Nos. over this period.

Sl. No.	PO No.	Size (NB) & NP	Brief Technical Details	Application	Name & Address of Customer	Year of Supply
			<ul style="list-style-type: none"> • Float Valve (Double Seated) • Material • Service Medium • Pressure Range • Temperature Range • Flow Range 			

4. Vendor shall furnish at least one test certificate and its acceptance (TC shall include Hydro test & performance test results) at vendor works from one of the vendor's customer from the above list of Float Valve (Double Seated).
5. 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. Vendors to confirm specific compliance of the above requirements else offers will not be considered.

QUALITY REQUIREMENTS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.

Quality Requirements for open tender enquiry are as

1. For PMD foreign vendor - "Testing & Certification as per BHEL specification".
2. For other vendors –
 - (i) Vendor to submit quality plan in enclosed QP format for BHEL approval.
 - (ii) In case of indigenous supply 'Inspection by BHEL nominated inspection agency SGS as per BHEL approved QP'.
 - (iii) In case of foreign supply 'Inspection by third party inspection agency (LRS/TUV/BV) as per BHEL approved QP'.

*Vendors must fulfill above quality requirements for ordering in addition to above **Minimum Qualifying Requirements**.*

GENERAL TERMS & CONDITIONS

A	COMMON FOR BOTH INDIGENOUS & FOREIGN VENDORS/ SUPPLIERS
1	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, BHEL-Haridwar (hereinafter referred to as BHEL or the Purchaser).
2	<p>Registered Vendors - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade under 'M' code.</p> <p>Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.</p> <p>Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.</p> <p>All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) [Website link for SRF for Foreign Vendors or Indigenous Vendors] and Non-Disclosure Agreement (NDA) [email for NDA format: hariom@bhelhwr.co.in]. Vendor(s) shall not be considered for ordering if not approved by BHEL.</p>
3	<p>ORIGIN OF QUOTATION:</p> <p>The quotation should be preferably from the principal vendor. However tender specific authorized registered agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers. BHEL will not interact with agents directly and will not entertain any query/clarification from agents.</p>
4	<p>SUBMISSION OF TENDER:</p> <p>Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER: addressed as follows:-</p> <p>Due on _____ Enquiry No. _____</p> <p>To, THE HEAD OF MATERIAL MANAGEMENT, Heavy Electrical Equipment Plant, Bharat Heavy Electricals Limited, HARDWAR-249403, INDIA.</p> <p>In case of Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. Both envelopes indicating Part-1 or Part-2 as the case may be to be put in a bigger envelope.</p> <p>The quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the vendor, sent through any mode. The bid/offer must be ink signed in original. In case of offers through Email, offer should be sent at the email id mentioned in the NIT (ink signed offer must be submitted subsequently). Bids without ink signed will be out rightly rejected.</p> <p>The offers of the bidders who are on the hold/delisted/ banned list and also the offers of the bidders, who engage the services of the hold / delisted / banned firms, shall be rejected. The cutting/overwriting in the bid / offer must be duly attested by the signatories to the offer. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.</p>
5	<p>TENDER OPENING:</p> <p>Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating vendors are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. HOWEVER, LATE OFFER RECEIVED AGAINST SINGLE TENDER MAY BE CONSIDERED. The suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.</p>
6	<p>RISK PURCHASE:</p> <p>In case of delays in supplies / defective supplies or non-fulfillment 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. If Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.</p>
7	<p>INCIDENTAL CHARGES:</p> <p>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 /submission of BG/refund of amount paid.</p>

8	<p>FORCE MAJEURE CLAUSE: 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. or any other circumstances beyond the control of BHEL which inter alia include cancellation, suspension of order by our customer.</p> <p>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.</p> <p>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.</p>
9	<p>SPECIFICATION: Please give your detailed specification in the quotation along with relevant technical literature/catalogue etc. against our tender specifications.</p>
10	<p>QUALITY REQUIREMENT: Your quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable) (V) Refer Annexure-I.</p>
11	<p>VALIDITY: The quotation should be valid for a minimum period of 120 days, effective from the date of opening of tender.</p>
12	<p>RIGHT OF ACCEPTANCE: BHARAT HEAVY ELECTRICALS LIMITED HARDWAR reserves the right to reject any or all the quotations without assigning any reason 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 quantity discount in case of increase in quantity.</p> <p>Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>Unsolicited discounts / revised offers given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry.</p> <p>In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.</p> <p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after tender opening</p> <p>Reverse Auction: The enquiry can be finalized through Reverse Auction. BHEL reserves the right to reject the offer in case of non-acceptance of this clause. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
12	<p>BANK GUARANTEE: All bank guarantees for Security Deposit as well as Performance Bank Guarantee of the requisite value in the denominated currency of the purchase order should be from one of the BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to get the bank guarantee confirmed from one of the BHEL consortium banks and the bank charges are to be borne by the vendor. If any vendor does not accept this condition, their offer is likely to be ignored.</p>
13	<p>EMD & TENDER FEE: Offers must be accompanied with requisite EMD and Tender Fee except in the case of MSE vendors (applicable for 'Indigenous vendors' registered under MSMED Act-2006).</p> <p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.</p>
14	<p>STATUTORY REQUIREMENTS: The Vendor should mention the PAN, Excise Registration No., TIN, Service tax Registration No. , as the case may be, on the documents and Bank Details as per BHEL e-Payment format along with the cancelled cheque; provided to BHEL for payment purpose.</p> <p>Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets along with their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.</p> <p>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.</p>
15	<p>No representation about the freight amount taken by BHEL will be entertained.</p>
16	<p>The offer should be accompanied with relevant copies of catalogues, drawings or specification. If these documents are not furnished the offer is liable to be rejected.</p>

17	In case you are not quoting, please send your regret letter positively for our reference with valid reasons for not participating in the Tender. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
18	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
19	Wherever the enquiry is issued to unregistered vendor, the bidder shall submit duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com . Price bids of such vendors will be opened only on techno-commercial acceptance of bid & after allotment of vendor code.
20	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
21	Delivery Schedule & Completion date: <ul style="list-style-type: none"> • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.
22	Transit Insurance: Except where delivery terms are agreed on CIF basis for Imports, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
23	Non-Disclosure Agreement: All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.
24	Guarantee / Warranty and Corresponding Repairs / Replacement of Goods: Goods shall comply with the specifications for material, workmanship and performance. The Guarantee shall be of satisfactory operation of the valves for a period of 12 months of operation after commissioning or 18 months from the date of supply whichever is earlier. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by the purchaser.
25	BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.
B	PRICES:
Common for both Indigenous & Foreign Vendors/Suppliers	
	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
	Please confirm that prices quoted are not more than the prices quoted to any other BHEL unit.
For Indigenous Vendors/Suppliers	
	Prices should be quoted on F.O.R. Destination basis. Quotations on other than FOR destination basis are liable to be rejected.
	Except delivery on FOR destination basis, Transit Insurance shall be taken care of by BHEL.
	In case of Indigenous Items covered by DGS&D Rate Contract, the vendors should submit latest valid copy of the rate contract along with quotation.
	Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the quotation.
	Vendors can despatch goods through any BHEL/Indian Bank Association approved transporters having their branch at Hardwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website http://www.bhelhr.co.in . If material is despatched through other than BHEL approved transporter, material to be delivered on door delivery BHEL Stores basis.
	The bid will be evaluated on the basis of delivered cost (i.e. Total Cost) to BHEL. If any bidder still quotes on other than FOR destination basis then his offer will be loaded for freight, packing and forwarding charges etc. No representation about the freight amount taken by BHEL will be entertained. Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.
	In case of despatch of material through any unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the vendor account.

For Foreign Vendors/Suppliers	
	<p>Vendors to quote their prices on FOB dispatching port in Euro/USD/JPY only.</p> <p>However vendor may opt to quote their rates with both the options (a) C&F Landing Port & (b) FOB dispatching port. In case of FOB dispatching port, BHEL will add sea freight, insurance and administrative charges for comparison purpose. BHEL reserves the right to accept/reject the offers of the vendors not quoting FOB prices. The bids will be evaluated on the basis of delivered cost i.e. Total Cost to BHEL.</p>
	<p>Basis of evaluation for quotation in foreign currency:</p> <p>Currency exchange rate for evaluation of the quotation received in foreign currency will be as follows:</p> <p>A. Single part bid – Date of tender opening.</p> <p>B. Two / Three part bid – date of part 1 opening.</p> <p>C. Reverse auction – Date of part-1 opening.</p> <p>For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (Part 1 bid in case of two part bid), shall be considered.</p>
	<p>Evaluation of Indian Agents Commission:</p> <p>BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement.</p> <p>The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it’s installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.</p> <p>In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.</p> <p>The vendor must indicate the Name of Port of Loading in their offer.</p>
	<p>While submitting your bids please clearly indicate:</p> <p>(a) Expected Weight of goods (lots wise).</p> <p>(b) The size of packed goods.</p> <p>(c) Whether the goods can be dispatched in containers?</p>
C	PAYMENT TERMS:
Common for both Indigenous & Foreign Vendors/Suppliers	
	<p>BHEL’s standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store.</p> <p>BHEL reserves the right to accept or reject the offer of the vendor who quotes the payment term other than BHEL’s standard payment term.</p> <p>In case BHEL accepts any deviation from above payment term then loading will be done to evaluate the L-1 status of the vendor as under for payments to be done through Bank.</p> <ul style="list-style-type: none"> • Loading for period of relaxation: Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of 2 months for foreign vendors and 1 month for indigenous vendor (if applicable). • Documentation charges as Rs 1500 shall be loaded for foreign vendors and bank charges @0.8% subject to maximum of Rs 6000 shall be loaded for Indigenous vendors. • LC opening charges, if applicable, shall be loaded @0.02% per quarter.
	Please note that BHEL does not open confirmed LC, even if vendor bears all the LC related bank charges.
D	DELIVERY TERMS
	<p>Indigenous Purchase:</p> <p>Goods shall be delivered on ‘FOR Destination’ basis to the named destination unless otherwise called for in the enquiry.</p>
	<p>Foreign Purchase:</p> <ol style="list-style-type: none"> 1. Goods shall be dispatched by sea, unless stated otherwise in the enquiry or purchase order. 2. Unless CIF / CFR deliveries are called for in the enquiry, the goods shall be delivered on FOB basis to the named Gateway Sea Port or FCA basis to the named Airport, if air freight is called for. 3. Goods shall be handled for ocean freight / air freight by BHEL’s freight forwarder only, under FOB contracts and OBL / HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation. 4. In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days’ time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. 5. <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller’s account.</u>

E	LATE DELIVERY PENALTY CALUSE										
Common for both Indigenous & Foreign Vendors/Suppliers											
	Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on basis of the items specified in the enquiry i.e. individual items, set wise, total items together. BHEL will levy a penalty for unexecuted portion /set value / PO value (as may be applicable) @0.5% per week or part thereof subject to maximum of 10% of the unexecuted portion /set value / PO value (as may be applicable). Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.										
For Indigenous Vendors/Suppliers Only											
	In case of payment through bank, and as per the delivery terms mentioned in the Purchase Order, Terms being, "FOR destination/ FOR Haridwar/ FOR Transporter Godown", date of delivery date for the LD/ penalty purpose will be considered as : GR Date + 7 days										
For Foreign Vendors/Suppliers Only											
	In case of delivery terms being "C&F / CIF" delivery date for penalty purpose will be - Bill of Lading Date										
	In case of delivery terms being "CPT" delivery date for penalty purpose will be - Date of Air way bill										
	In case of delivery terms being "FOR destination / FOR Haridwar / FOR Transporters Godown" delivery date for penalty purpose will be considered as follows: ❖ In Case of Despatch by Sea: BL date ❖ In Case of Despatch by Air: AWB date										
F	INSURANCE DECLARATION:										
	Vendor will submit details of dispatches in the following format at email ID hwfaxfp@bhelhwr.co.in .										
For imported supplies:											
1	2	3	4	5	6	7	8	9	10	11	12
Bill of Lading/ Air way BillNo.	Date of Bill of Lading/ Air way Bill no.	Vessel Name	Voyage Start from	Voyage destination to	Material Description	Purchase Order Number	CURRENCY OF PURCHASE ORDER	PO DELIVERY Terms (FOB/CIF)	INVOICE NUMBER	INVOICE DATE	INVOICE VALUE
For indigenous supplies:											
1	2	3	4	5	6	7	8	9	10	11	12
GR/LR No.	Date of GR/LRN o.	Vessel Name	Voyage Start from	Voyage destination to	Material Description	Purchase Order Number	CURRENCY OF PURCHASE ORDER	PO DELIVERY Terms	INVOICE NUMBER	INVOICE DATE	INVOICE VALUE
G	SETTLEMENT OF DISPUTES:										
For Indigenous Vendors/Suppliers Only											
	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 the administrative head of Bharat Heavy Electricals 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 the parties. All question, disputes or differences arising under, Out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Hardwar Courts.										
For Foreign Vendors/Suppliers Only											
	In case of event of any dispute or difference arising between parties regarding order execution of the same or their respective rights and liabilities there under, the same shall except otherwise expressly provided therein, be referred to the arbitration of two arbitrators, one to be appointed by each party, or in the case of the said arbitrators not agreeing them an umpire to be appointed by the two arbitrators in writing before entering of that reference and provisions of the Arbitration and Conciliation Act 1996 or any statutory notification, or reenactment therefore and rules framed there under from time to time shall apply to such arbitrations. If two arbitrators do not agree on the appointment of umpire, it (the nomination of the umpire shall be done by the international chamber of commerce, Paris (France). The decision of arbitrators, or in case of their not agreeing, that of the sail umpire shall be binding both on seller and purchaser. The venue of the arbitration shall invariably be New Delhi (India).										

H	TAXES & DUTIES:
For Indigenous Vendors/Suppliers Only	
	<ul style="list-style-type: none"> Your Sales Tax Registration Number should be clearly mentioned on your quotation. In case you are not registered with Sales Tax Authorities, the same should be indicated with reasons thereof. The Seller shall clearly indicate extent of taxes as applicable in his technical bid. In the event of vendor failing to furnish valid CENVAT invoices, amount corresponding to CENVAT will be disallowed by BHEL while making payments. E1/E2 forms are to be submitted by vendor for direct despatches to Customers. The forms are to be submitted within 30 days of receipt of photocopy/scan copy of C-form. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon. <u>Payment of VAT will be considered on submission of proof of payment of VAT along with periodic Tax returns with acknowledgement mentioning BHEL's purchases.</u>
For Foreign Vendors/Suppliers Only	
	Where ever the material being offered is imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD and any other taxes and duties as applicable for each item must be indicated. The offer is liable to be ignored in absence of this information. Moreover the Applicable Indian Taxes (like Service Tax & TDS etc) on Service Portion of Order Value shall be borne by the Vendor. If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of the Act.
I	MISCELLANEOUS TERMS & CONDITIONS:
For Indigenous Vendors/Suppliers Only	
	<p>For Micro & Small Enterprises (MSE's): Clearly state your status regarding Micro, Small and Medium Enterprises as per the Micro, Small and Medium Enterprises Development Act-2006 by producing relevant certificate. In case of an MSE vendor (Including SC/ST vendors) in this tender, the procurement will be as per GOI's laid down procedure. A certificate based on the previous year's audited accounts is to be enclosed from the Chartered Accountant (CA) with the offer, verifying present MSE Status; else MSE benefit will not be extended.</p>
For Foreign Vendors/Suppliers Only	
	<p>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. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p> <p>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.</p> <p>Specifically confirm your agreement to air freight the material at your cost.</p>
	If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.
J	FRAUD PREVENTION POLICY
Common for both Indigenous & Foreign Vendors/Suppliers	
	The bidder along with its associates/Collaborates/Sub-Contractors/Sub-Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
K	TERMS AND CONDITIONS OF REVERSE AUCTIONING
	<p>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.</p> <ol style="list-style-type: none"> For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. 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. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. 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. 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

	<p>price and keep it ready for keying in during the Auction.</p> <ol style="list-style-type: none">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.
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IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

M K SARDANA
AGM (PPX-EM)

DETAILS OF COMPOSITION OF PART-I (PQR, EMD, Tender Fee & Technical Bid) & PART-II (PRICE BID)

Part-I – (Pre/Minimum Qualification requirement, EMD, Tender Fee, NDA & Technical Bid) (to be submitted in separate envelope)

1. Confirmation to Pre/Minimum Qualification Requirement as per 'Annexure-I' along with supporting documents.
2. Tender Fee & EMD (or valid NSIC Certificate for exemption of EMD only). **Please note that only those bids will be eligible for further tendering process which have been submitted with requisite EMD & tender fee.**
3. PMD vendors (registered for this particular item under permanent code) are exempted from EMD.
4. NDA – Non-disclosure Agreement is required to be signed & stamped on every page after filling relevant details. Only after acceptance of NDA, relevant specifications/drawings will be furnished. **However, relevant specifications/ drawings of the tendered items could be made available prior to due date against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar.**

(Technical Bid) (to be submitted in separate envelope)

5. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I by un-registered vendor only who are not registered with BHEL, Haridwar for tendered items in respective material category.
6. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOR, FOB, C&F rate and delivery schedule.
7. Validity of offer to be indicated.
8. **Annexure-IV** Compliance sheet for technical/commercial terms and conditions.
9. Part-I – Techno-commercial bid must also contain replica of Price Bid (without Prices).
10. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**

PART –II (Price Bid) (to be submitted in separate envelope)

1. **Price bid (Part-II) shall be opened at a later date of only those vendors who qualify Part-I bid.**
2. Price bid with prices to be submitted as Part-II of the tender.
3. Prices should remain firm till the execution of the order.
4. In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer may not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis.

5. Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
6. In case of foreign supplies Third party inspection charges to be quoted inclusive.
- a) Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. **No over writing in this is acceptable.**

MARKING OF ENVELOPE:

- Each envelope below is also to be super-scribed as **“TENDER FOR (ITEM NAME) AGAINST TENDER NO.-----DUE ON ---**
- **Drafts for Tender Fee & EMD** to be kept in one envelop marked **Envelope –A**. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- PQR & NDA in Part-I to be kept in another **Envelope-B** & to be marked as **“Pre-Qualification Requirement (PQR)”**.
- Techno-commercial bid/Unpriced bid along with Supplier Registration Format (SRF) & Annexure-IV to be kept in **Envelope-C** and to be marked as **“(Techno-Commercial Bid)”**.
- **Envelope –A, B & Envelope-C** are to be kept in one envelope and to be marked as **“PART-I (PQR, EMD, TENDER FEE & Techno-Commercial Bid)”**
- Price Bid i.e. Part-II to be kept in another **Envelope-D** & to be marked as **“PART-II (Price Bid)”**.
- **All Envelopes to be kept in one big envelope and to be marked (super-scribed) as “TENDER FOR (ITEM NAME) AGAINST TENDER NO.-----DUE ON --- (only Part-I will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend).**
- **Envelops not marked as above are liable to be ignored and will not be opened.**
- **Refer check list below for Bid composition.**

CHECK LIST FOR BID SUBMISSION					
ONE ENVELOPE MARKED AS “TENDER FOR (ITEM NAME) AGAINST TENDER NO.-----DUE ON ---“	PART-I ENVELOPE ‘A’ ENVELOPE ‘B’ ENVELOPE ‘C’	ENVELOPE ‘A’ Super scribed as “EMD & TENDER FEE”	EMD & TENDER FEE	Yes	No
		ENVELOPE ‘B’ Super scribed as “PQR”	PQR & NDA		
		ENVELOPE ‘C’ Super scribed as “TECHNICAL BID”	TECHNICAL BID	Yes	No
	SUPPLIER REGISTRATION FORM (SRF)		Yes	No	
	ANNEXURE-IV		Yes	No	
PART-II ENVELOPE ‘D’	Super scribed as “PRICE BID”	PRICE BID	Yes	No	

ANNEXURE-IV**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS**

BHEL Standard Terms	Vendor's acceptance
<p>1. Payment terms: (Common for both Indigenous & Foreign Vendors/Suppliers)</p> <p>BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store.</p> <p>BHEL reserves the right to accept or reject the offer of the vendor who quotes the payment term other than BHEL's standard payment term.</p>	
<p>In case BHEL accepts any deviation from above payment term then loading will be done to evaluate the L-1 status of the vendor as under for payments to be done through Bank.</p> <p>I) Loading for period of relaxation: Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%', shall be considered for loading for the period of 2 months for foreign vendors and 1 month for indigenous vendor (if applicable).</p> <p>II) Documentation charges as Rs 1500 shall be loaded for foreign vendors and bank charges @0.8% subject to maximum of Rs 6000 shall be loaded for Indigenous vendors.</p> <p>III) LC opening charges, if applicable, shall be loaded @0.02% per quarter.</p>	
<p>2. Currency of payment:</p>	
<p>3. Exchange rate : (Foreign Purchase)</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>5. TAXES & DUTIES:</p> <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>6. Packing Charges (if any)</p>	
<p>7. Forwarding Charges (if any)</p>	
<p>8. Agency Commission: (Foreign Purchase)</p> <p>Please confirm if there any Indian agency commission to be paid directly by BHEL. If yes please mention percentage value.</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>	
<p>9. Delivery basis :</p> <p>Indigenous Purchase: Goods shall be delivered on 'FOR Haridwar' basis.</p> <p>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> <p>Non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.</p>	

<p><u>Delivery basis : Foreign Purchase:</u></p> <p>(A) SEA CONSIGNMENTS : Please quote your rates with both the options (a) FOB/FAS dispatching port & (b) C&F Landing Port. In case, if any vendor quotes only on C&F basis, the offer is liable to be rejected.</p> <ul style="list-style-type: none"> The import order will normally be placed on FOB / FAS basis as per Govt. guidelines. BHEL will add Freight, Insurance & Administrative charges for comparative statement. <p>In exceptional cases, the orders can be placed on C&F basis after approval from Ministry of Shipping (Transchart).</p> <p>(B) AIR CONSIGNMENTS : Please quote your rates preferably with either of the options Ex works (b) FCA seller premises (c) FCA dispatching Airport (d) CPT Landing Airport. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>10. <u>Delivery Period for Supply:</u> (Indigenous Purchase) Please quote your shortest time period required for supply of material.</p> <ul style="list-style-type: none"> Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. 	
<p><u>(Foreign Purchase)</u> Minimum time period required by bidder for supply of material shall be quoted.</p> <p>Weeks/ Months from the order date on FOB basis =</p> <p>Weeks/ Months from the order date on C&F basis =</p> <ul style="list-style-type: none"> <i>This delivery period shall be linked with BL/AWB date.</i> <i>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).</i> 	
<p>11. <u>Late delivery penalty Clause:</u> (Common for both Indigenous & Foreign Vendors/Suppliers)</p> <p>Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. BHEL will levy a penalty @0.5% per week or part thereof subject to maximum of 10% of the PO value. Acceptance of this condition must be specifically mentioned in your quotation.</p> <p>Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.</p> <p>LD shall be applicable on grace period also.</p>	

<p>(Indigenous Purchase)</p> <p>a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR BHEL Hardwar/Hardwar:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + 7 days (if documents are through bank)</p>	
<p>(Foreign Purchase)</p> <ul style="list-style-type: none"> In case of delivery terms being “FOB / C&F / CIF” delivery date for penalty purpose will be - Bill of Lading Date In case of delivery terms being “CPT” delivery date for penalty purpose will be - Date of Air way bill/BL 	
<p>12. Offer Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p>13. Evaluation Criteria: Evaluation of bidders shall be done Material code wise/itemwise on ‘landed cost to BHEL’ basis. – BHEL reserves the right to reject offers in case of deviation from above. – Changes in evaluation criteria, if any, shall be informed before price bid opening.</p>	
<p>14. Quality Requirements: As per Annexure-1</p>	
<p>15. (Foreign Purchase) Please quote your rates inclusive of third party inspection charges on FOB and C&F Mumbai basis <u>separately</u>.</p>	
<p>16. Customer approval:</p>	
<p>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.</p> <p>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.</p> <p>No deviation in commercial terms is acceptable. Offers with deviated commercial terms are liable to be rejected.</p> <p>Signature with stamp</p> <p>Name: Designation: Name of Firm: Date:</p>	

Item Details and Delivery Schedule

Annexure-V

Tender No.	Material description	Lot Qty.	Delivery
NIT/E/E243/2015 /2504/Q1	FLOAT VALVE CS NP1.6 NB50, SPEC:	4	30-11-2015
	TG60163 REV: 02, material code	4	30-04-2016
	W90414901452	6	30-06-2016
		4	30-08-2016

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

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

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

AND

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

BACKGROUND

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

WHEREAS

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

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

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
 - identifies the Information as Proprietary at the time of original disclosure,
 - summarizes the Proprietary Information in writing .

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

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

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.

4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
 - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;

 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;

 - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

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

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

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

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

- d) it has been or is published without violation of this Agreement; or
 - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
 - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive 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)

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For Bharat Heavy Electricals Ltd.

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