



Due date: 18.10.2014

Sub: BHEL-HEEP/OPEN-TENDER (Procurement of CRNGO Steel Coils/Sheets)

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on. 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 offers are invited in **Two-Part Bid** for procurement of CRNGO Steel Coils/sheet in different material grade from the manufacturers (registered as well as unregistered) for the supply of the following items:-

Tender No.	Item Description	Qty.(MT)
NIT/E/E211/2014/0867K1	HW1091707723 "Cold Rolled Non-Grain Oriented Sheet Steel" Size: 0.5x710 Insulated (Roll Form), Spec: AA10907 Rev. 06, GR:ST-GR 310-A	28.318
	HW1091778060 "Cold Rolled Non-Grain Oriented Sheet Steel" Size: 0.5x695 UnIns.(Roll Form), Spec: AA10917 Rev. 06, Grade :530	7.000

The tender documents can be down loaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in or <http://eprocure.gov.in> submitted with requisite EMD and tender fee. **Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-1) will be considered for further technical evaluation.**

This notification shall be published in Indian as well as International News paper. **The last date for taking tender documents shall be 17.10.14 & opening of tender shall be 18.10.14.** Tenders will be received up to 1.45 P.M. on **18.10.14** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 18.10.2014) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit the tender fee of Rs. 2,000/- for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) along with the requisite EMD ₹ 100000/- (Rupees One Lacs) in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.

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.

***Authorized trading houses/distributors have to submit a supplying Mill's authority certificate for participating in these tenders in original in the Mill's letter head duly signed by Mill's competent authority (with Full name, Designation, valid email & contact number) along with the offer. In absence of the above authority letter, offer from stockiest/ trading houses are liable for rejection**

Mill's having no supply experience with BHEL for this CRNGO grade, are requested to furnish evidence / supporting documents for supply of same CRNGO grade to leading power equipment manufacturers. BIR report shall be assessed by BHEL prior to opening of price bid and subject to satisfactory report, offer shall be considered further. BHEL may also reserve the right to visit the mill's prior to price bid opening. Vendors who are not registered with BHEL and participating in this tender shall submit duly filled-in Supplier Registration form which is available at BHEL web site [www. bhel.co.in](http://www.bhel.co.in).

Specifications & Drawing of the above items are available on our above website with links provided for all Specifications, Drawings & Annexure (At the end of this document). Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by email nandal@bhelhwr.co.in or neel@bhelhwr.co.in against proof of draft of the tender fee in favour of BHEL, Haridwar. This draft is to be submitted along with offer. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 281049/285327

BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE. [PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE DRAWN IN FAVOUR OF BHEL, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE". THOSE VENDORS WHO ARE QUOTING FOR MORE THAN ONE TENDER ARE REQUIRED TO SUBMIT TENDER FEE FOR EACH TENDER at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY READ "INSTRUCTIONS TO BIDDERS" QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.



INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

1. DEFINITION

- a. **Registered Vendors** - Are those who are registered with BHEL, Haridwar for Size/Weight of tendered items in respective ETS material grade.
- b. **Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Size/Weight of tendered items in respective ETS material grade.

2. MANDATORY PRE-QUALIFICATION REQUIREMENTS FOR CRNGO/MAGNETIC STEEL SHEETS

Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.

Following are the mandatory pre-Qualification requirement (Technical) for both the tenders. Offer of Vendors not meeting these requirements will not be considered.

Annexure-1

- i. These CRNGO sheets are used as lamination in the 3000rpm rotating Armature core of Brushless Exciters.
- ii. The material shall be supplied as per BHEL Spec. AA10907 and AA10917. Vendor should have in-house manufacturing and insulating coating facilities as per specification. BHEL reserves the right to reject the equivalent standards and grades.
- iii. Vendor should provide 25 samples of size 300mm x 300mm sheet for trial at shop and testing of material properties.
- iv. The vendor should have supplied at least 100 Metric Tonnes of CRNGO/Magnetic Steel Sheets per year for the past two years.

Sl. No.	Quantity	Name & address of customers	Year of supply

- v. In support of above, vendors shall furnish their experience list of atleast past two years, as per the following format to BHEL:
- vi. BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false or incorrect, the offer shall be rejected.
- vii. Vendor to provide clause by clause confirmation of above specifications and other requirements else his offer will not be considered.
- viii. These pre-qualification requirements are not applicable for registered vendors of BHEL for this item.

Vendors must confirm to above Minimum Qualifying Requirements.

- 3. **BIS Certification :** BIS certification is mandatory for CRNGO supplying mill from **01-Jul-2014** onwards or any extension thereof granted by the Ministry of Steel, Government of India, as per the Steel and Steel Products (Quality control) Second (Amendment) Order, 2012 dated 31.03.2014. Offer in line with Steel quality control order shall only be considered for further evaluation and ordering.
- 4. The quantity variation of $\pm 5\%$ shall be permissible. The maximum permissible coil weight or bundle weight for sheets shall be as per specification, if there is any deviation, please inform.
- 5. **Validity of offer:** The offers shall be valid for a period of minimum of 90 days reckoned from the date of Part-I-Technical bid opening date. The rates so agreed shall be valid till completion of the contract or any extension thereof agreed with mutual consent.

NOTE: The requirement of individual items may be quite different - depending on confirm order to BHEL by our customer, changes in production schedule, customer requirements & other contractual issues with customer etc. To cater this situation, it is proposed that full flexibility shall be available to BHEL to alter the quantities of individual items mentioned above.



6. Clause by Clause acceptance

- A) Bidder shall confirm clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications AA10907 and AA10917 respectively and bring out clearly deviations, if any from
- Purchase specification AA10907 and AA10917.
 - Terms and conditions contained in this Annexure- A(for import suppliers) and Annexure-B (for indigenous suppliers)
- A) **All testing requirement as called in the purchase specification AA10907 and AA10917 must be part of the MTC to be issued by the Mill along with the supply.**

ESSENTIAL INSTRUCTIONS

- Only those bids will be opened which have been submitted with requisite EMD & tender fee. Those vendors who are quoting for more than one tender are required to submit tender fee for each tender.**
- 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) by Foreign Vendors or Indigenous Vendors and "Non Disclosed Agreement"(NDA). Vendor (s) shall not be considered for part-II and ordering if not approved by BHEL. The Supplier Registration Form(SRF) can be downloaded from www.bhel.com**
- BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
- The tenders shall be submitted in three parts
 - Part I - Techno -Commercial Bid,
 - part II - price Bid &
 - part III - Vendor Registration Form

As described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.
- The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.**
- Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
- In case of ordering, manufacturing plan should be submitted for BHEL approval.
- Part-I containing techno-Commercial bid and part-III containing Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.
- Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
- Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement. Any offers beyond this period shall be rejected.
- Evaluation of Bid: - The bid shall be evaluated**
 - Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)**
 - The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
 - Exchange rate (TT selling rate of SBI) prevailing on the tender opening date (Part-I tender opening date) shall be taken for evaluation of the price bids under this tender.**
 - Bids shall also be loaded maximum upto@ 10% for non-acceptance of penalty on account of delayed deliveries and also for any deviation in the payment terms from ones offered under this enquiry.**

Note: In case the bid is only on CIF/CFR basis, evaluation will be done with offered CIF/CFR rates only.
- Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.



13. **BHEL reserves the right to go for reverse auction.** Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-A (for import suppliers) or Annexure-B(for indigenous suppliers). The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given in Annexure-2.
14. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.
15. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**
16. **Replacement of Rejected goods:** Final inspection for acceptance of goods shall be at BHEL's works after receipt of material and results shall be binding on the Seller. In case of rejection due to non-compliance to agreed specification and for the reasons attributable to Vendor, the material shall be replaced by vendor free of charge on "F.O.R. BHEL works basis" including inter-alia cost elements such as total transportation, insurance, custom duty, port clearance charges & other taxes/levies etc. as applicable. The rejected goods shall be subsequently returned to the Vendor on their cost.

Materials supplied shall be covered under guarantee for a period of minimum one year. In case material fails during application at plant due to reasons attributable to non-conformance of electrical, chemical and mechanical standards the same should be replaced within two-three months from notice.

17. SETTLEMENT OF DISPUTES

- Indigenous Vendors: 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 Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. 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.
- Foreign Vendors: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, 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 said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be New Delhi.

18. JURISDICTION

All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.

19. OVER RIDING CLAUSE

All stipulations made in any correspondence other than those exchanged in regards to "instruction" in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.

20. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses BHEL Management's decision shall be final.

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.



DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)

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

- a. Confirmation to Minimum Qualification Requirement as per Annexure-1 (For unregistered vendors only)
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB or C&F term and delivery schedule.
- c. **Annexure –A(by import suppliers) and annexure-B (by indigenous Suppliers)** - Compliance sheet for technical/commercial terms and conditions for two parts tender.
- d. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- e. Details of activity outsourced.
- f. Copy of enclosed Quality Plans –

PART –II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. In case of foreign vendors, prices to be quoted on FOB basis separately. Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer shall not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis.
- d. Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- e. **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.**

Part-III - Vendor Registration Form (SRF) :(SRF-Foreign Suppliers or SRF-Indian Suppliers)

- a. 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 (Techno-Commercial Bid) by un-registered vendor only with BHEL, HEEP, Haridwar.

MARKING OF ENVELOPE:

- Each envelop is 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 – Envelop –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 the envelopes 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.
- Techno-Commercial - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Vendor Registration Form - Part –III to be kept in another envelop – Envelop – C & to be marked as Vendor Registration Form.
- Price Bid – Part-II to be kept in another envelop – Envelop-D & to be marked as Price Bid.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above

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



TERMS AND CONDITIONS OF REVERSE AUCTIONING

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 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 price and keep it ready for keying in during the Auction.
- Reverse auction will be conducted on scheduled date & time.
- At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- 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.
- 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.
- 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.

Terms & Conditions for Two Part Tender enquiry

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS

Enquiry No. NIT/E/E211/2014/.....

Due date: 18.10.2014

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms: 100% payment shall be made through an unconfirmed and irrevocable Letter of Credit (LC) preferably with 90 days Usance period free of interest charges to be reckoned from the Bill of Lading date. Letter of credit shall be established one- two months prior to schedule shipment on specific confirmation from the vendor that material is getting ready for the shipment within one-two months. All bank charges outside India will be to the Beneficiary's account.</p> <p>In case of deviation from these payment terms, the bids will be loaded with interest rate equal to 'Base rate of SBI as applicable on the date of techno-commercial bid-opening plus 6%' for the credit period short of 90 days.</p> <p><u>In case any bidders decide to offer credit period in excess to 90 days from the B/L date, bids shall be evaluated with credit period of 90 days only. No additional benefit shall be given for credit period in excess to 90 days for evaluation of the offers.</u></p> <p><u>As a policy BHEL doesn't accept advance payment.</u></p>	
<p>2. Delivery Terms: Goods shall be dispatched on FOB / CFR basis. In case of FOB contract, vendor have to make the shipment through BHEL's authorized freight forwarder, unless agreed otherwise. The list of gateway ports for FOB shipments through SCI as per BHEL's shipping contract for containerized cargo is as under</p> <p>Bidders shall indicate in the Technical bid the Ocean freight considered over the FOB rates for delivery to- CFR JNPT Nhava Sheva</p> <p>Note:- BHEL reserves the right to place the order either on FOB basis which could be converted to CFR with permission of Ministry of shipping. Port congestion charges and /or terminal handling charges enroute till the cargo is delivered at Destination port shall be borne by the Seller only.</p>	
<p>3. Delivery period: Deliveries shall be within 4-6 month from placement of order and acceptable with mutual consent between buyer and seller.</p> <p>Delivery period for the purpose of contractual delivery shall be taken as the date of Mill Test certificate/Bill of lading.</p>	
<p>4. Taxes and Duties: All taxes and duties levy-able outside India for overseas supplier shall be to the bidder's account and the same will not be borne by BHEL under any circumstances.</p>	
<p>5. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>6. Inspection and Test Certificates:</p> <p>a. BHEL reserves the right to get the material source inspected through it's own Engineers / Customer / Third party inspection agency.</p> <p>b. Vendor should ensure that the Test certificates (TC) issued by them must include Purchase Order no., Customer name i.e., M/s BHEL, Haridwar. Test certificates should cover results of tests for Mechanical and Electrical properties as per specification for each Coil No / Heat No.</p>	

Annexure-A (For Foreign Suppliers)

<p>7. Levy of penalty for delayed deliveries :- In case of delay in supply of material, with respect to the deliveries stipulated in purchase order / LC, unconditional penalty shall be imposed on the vendors at the rate of half percent per week or part thereof, of the value of the material delayed, subject to maximum of 10% of the value of goods delayed. BHEL also reserves the right to cancel order in event of unreasonable delay and procure the same from other vendors at the risk and the cost of the original vendor. Bids shall be loaded @ ½ % per week with maximum of 10%, for the purpose of bid evaluation in the event of bidder not accepting the penalty clause (partly or fully).</p>	
<p>8. Import Supply: 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. b) Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	
<p>9. Documentation: a. Seller shall send one copy of non-negotiable documents consisting of Invoice, Packing list, Certificate of Country of Origin and Bill of Lading (B/L) by e-mail addressed at neel@bhelhwr.co.in and also at mssea@bhelrmb.co.in. b. One set of above mentioned documents including Original Test Certificate and preferably 1st Original B/L shall be sent by Courier addressed to AGM (Purchase) of relevant BHEL Unit for the dispatch of goods. c. 2nd and 3rd Original of B/L shall be negotiated for payment against LC accompanied by other negotiable documents as spelt in the LC.</p>	
<p>10. Foreign Suppliers: a). Dispatching port & Country to be mentioned essentially b). 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.</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. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 20 days from the date of PO.</p>	
<p>14. 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</p>	

Annexure-A (For Foreign Suppliers)

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	
15. All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
16. Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project	
17. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.	
18. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.	
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	

Annexure-B(For Indigenous Suppliers)

Terms & Conditions for Two Part Tender enquiry

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS

Enquiry No. NIT/E/E211/2014/.....

Due date: 18.10.2014

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms: Payment to all the vendors shall be made as per BHEL standard payment terms i.e., "Direct after receipt and acceptance of material within 90 days from the date of dispatch/invoice". In case of deviation from these payment terms, the bids will be loaded with interest rate equal to 'Base rate of SBI as applicable on the date of techno-commercial bid-opening plus 6%' for the credit period short of 90 days or differential credit period offered by different vendors. <u>In case any bidders decide to offer credit period in excess to 90 days, bids shall be evaluated with credit period of 90 days only. No additional benefit shall be given for credit period in excess to 90 days for evaluation of the offers.</u></p> <p><u>As a policy BHEL doesn't accept advance payment.</u></p>	
<p>2. Delivery Terms: Please submit your offer on F.O.R. BHEL Hardwar basis with transit insurance to BHEL's account only.</p>	
<p>3. Delivery period: Deliveries shall be within 4-6 month from placement of order and acceptable with mutual consent between buyer and seller.</p> <p>Delivery period for the purpose of contractual delivery shall be taken as the date of GR/Pre-inspection.</p>	
<p>4. Taxes and Duties: All taxes and duties shall be payable extra as applicable.</p>	
<p>5. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>6. Inspection and Test Certificates:</p> <p>a. BHEL reserves the right to get the material source inspected through it's own Engineers / Customer / Third party inspection agency.</p> <p>b. Vendor should ensure that the Test certificates (TC) issued by them must include Purchase Order no., Customer name i.e., M/s BHEL, Haridwar. Test certificates should cover results of tests for Mechanical and Electrical properties as per specification for each Coil No / Heat No.</p>	
<p>7. Levy of penalty for delayed deliveries :-</p> <p>In case of delay in supply of material, with respect to the deliveries stipulated in purchase order / LC, unconditional penalty shall be imposed on the vendors at the rate of half percent per week or part thereof, of the value of the material delayed, subject to maximum of 10% of the value of goods delayed. BHEL also reserves the right to cancel order in event of unreasonable delay and procure the same from other vendors at the risk and the cost of the original vendor.</p> <p>Bids shall be loaded @ ½ % per week with maximum of 10%, for the purpose of bid evaluation in the event of bidder not accepting the penalty clause (partly or fully).</p>	

Annexure-B(For Indigenous Suppliers)

8. Documentation: One set of Original ink signed Test Certificates shall be sent by Courier addressed to AGM (Purchase) – BHEL, after the dispatch of goods to purchasing Units.	
9. 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.)	
10. 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.	
11. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 20 days from the date of PO.	
12. 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	
13. All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
14. Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project	
15. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.	
16. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.	
<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>Signature with stamp</p>	

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)

Tel.

Fax

Address.

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India