



BHARAT HEAVY ELECTRICALS LIMITED

HEEP: HARDWAR-249403 (UK)

Fax: 01334-226462, Phone: 01334-281130

E-mail: ikranjan@bhel.in; deepakkumar1@bhel.in

Tender no: BHEL/ STE-TE/EOI/LOAD-SHACKLE/001

Notice for Expression of Interest for empanelment of New Vendors

The Heavy Electrical Equipment Plant (HEEP) located in Haridwar, is one of the major manufacturing plants of BHEL. The core business of HEEP includes design and manufacture of large size steam and gas turbines, turbo generators, heat exchangers, condensers and auxiliaries.

We are looking for reputed vendors having capability to manufacture & supply of "Load Shackle"

Contact persons:

Mr. I K Ranjan
Designation: Dy. Mgr. (PPX-T)
Email: ikranjan@bhel.in
Phone No: 01334-281130

Mr. Deepak Kumar
Designation: Mgr. (PPX - T)
Email: deepakkumar1@bhel.in
Phone No: 01334-281130

The offers received will be technically evaluated by BHEL & successful short listed parties will be asked to submit their detailed Techno-Commercial offers through formal NIT/Enquiry for our future requirements. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations if any are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.

Following documents are to be necessarily filled and submitted along with the technical offer:

1. Details/ Documents in support of Specification/PQR (**Annexure-I**)
2. Supplier/Vendor Registration Form- Go through online supplier registration portal <https://supplier.bhel.in/>. After filling the online registration form send the copy of same along with your offer within due date.
3. Details of Manufacturing Facility
4. Company Profile.
5. Financial report of the company.
6. Past experience for supplying of same or similar items along with documentary proof.

Only Techno-Commercial Bid along with the documents mentioned above should be sent to our tender room and the envelope containing the offer shall be duly sealed and super scribed as **"Techno-Commercial Bid for 'Manufacture & supply of "Load Shackle" against Tender No. BHEL/ STE-TE/EOI/LOAD-SHACKLE/001 Due Date-31.07.21, Submitted by (Name of company)"**.

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

**THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant, Sector-5
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- This notification shall be published on www.hwr.bhel.com, www.bhel.com & www.eprocure.gov.in
 - Last date for downloading tender documents shall be 30.07.21 till 1700 Hrs.(IST). Tenders will be received up to 13:45 Hrs. (IST) on 31.07.21 to be considered and opened on the same day at 14:00 Hrs. (IST) in the Tender Room BHEL HEEP, Haridwar.
 - EMD & Tender fee are not applicable.
 - 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.
 - BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
 - Amendments / Corrigendum, if any, will be hosted on our web site only.
 - Drawings & specification will be shared with vendor after receiving filled-in signed & stamped Non- Disclosure Agreement.
 - Vendors submitting their bids through e-mail may be advised to have following clear subject line:
 1. EOI/ Tender Enquiry Reference No. _____
 2. Bid opening Date (Techno-commercial) _____
- Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1:45 PM (IST) on the day of bid opening, however if no password is received up to 16:00 HRS (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.
- Offer for those vendors who falls under "Public Procurement (Preference to Make in India). Order. 2017 - Revision; Circular No. 06 of 2020-21 dated 8th of June 2020" issued by Govt. of India is only acceptable.

For any further details please log on to www.hwr.bhel.com, www.bhel.com & www.eprocure.gov.in.

(Ajay Kirpal)
AGM (PPC, MCX-T, PPX-T)

Aj Kirpal

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DISCLAIMER

All information contained in this EOI provided / clarified are in good interest and faith. The information contained in this Expression of Interest document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BHEL, is provided on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

The purpose of this EOI is to provide interested parties with information that may be useful for development of experienced vendors for supply of 'Hollow Guide Blades (3L & 3R)'. This EOI is not an offer by BHEL to the prospective Applicant(s) or any other person. This EOI is neither intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment with any party or person. This is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EOI document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Agencies are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their interest are satisfied with the EOI Document in all respects.

The issue of this EOI does not imply that BHEL is bound to select and shortlist Applicant(s) for next stage or to enter into any agreement(s) with any Applicant(s). BHEL reserves all right to reject any applications submitted in response to this EOI document at any stage without assigning any reasons thereof. BHEL also reserves the right to withhold or withdraw the process at any stage. Neither BHEL nor its employees and associates will have any liability any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document or any matter deemed to form part of this EOI document, the information and any other information supplied by or on behalf of BHEL. BHEL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance/use of any statements/information contained in this EOI by the Applicant. BHEL is not making any representation or warranty, express or implied, as to the accuracy or completeness of any information/statements made in this EOI.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BHEL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BHEL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the EOI.



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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".

Signature

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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, knowhow 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

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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

Signature



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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

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- 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.



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11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

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

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive federal laws of Switzerland excluding it's choice of law rules. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.
15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the

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Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.

16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

17. Notices to _____ **(Name of Vendor)** shall be made at the following address:

(Complete Address of Vendor)

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

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India
Attention: **(Name of the PPX Incharge)**

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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:

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EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ (Name of Vendor)

and

BHARAT HEAVY ELECTRICALS LIMITED

dated: 23.06.2021

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 :

Handwritten signature



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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)

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.

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Date: 16-06-2021

Expression of Interest
For
Manufacturing and Supply of Load shackle for lifting of
Steam Turbine and its component

EOI No.: BHEL / LOAD-SHACKLE / STE-TE / EOI / 16-06-2021

Document No. LOAD SHACKLE-EOI-06-2021

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY ELECTRICAL EQUIPMENT PLANT
HARIDWAR-249403, INDIA



Expression of Interest (EOI) for Manufacturing & Supply of Load Shackle

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