

No. Cap/OT/13

Date: 16.09.2013

Subject: Open tender (Expression of Interest) as detailed below:

1. Sealed tenders (**Expression of interest**) with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for downloading tender documents and Opening of tenders is indicated against each tender on this website. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. Interested vendors must remit the tender fee of Rs. 2,000.00 for indigenous supplies (equivalent foreign currency \$ 50.00 / € 40.00) from foreign vendors against each tender in the form of **Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders) only (Cheque / Bank Guarantee are not acceptable)** while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.
No EMD is required for this Expression of interest.

Bank Details of BHEL for e-payment of tender fee are as follows:

Name of Bank : STATE BANK OF INDIA
Address : RANIPUR BRANCH, SECTOR-5, BHEL, HARIDWAR - 249 403, INDIA
Branch Code : 00586
Collection Account No : 10667995458
SWIFT Code : SBININBB225

4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

| Sl. No | Tender No. | Description of Equipment | Qty. (No.) | Closing date for downloading of forms from website | Opening date of EOI |
|--------|-------------------|---|------------|--|---------------------|
| 1. | C/3991/2013/2547T | ROBOTIC SHOT PEENING CENTRE AS PER ENCLOSED SPECIFICATION | 01 | 25.10.2013 | 26.10.2013 |

- **Guarantee Certificate required**
- **Test Certificate required.**
- **Operation & Maintenance manual required.**
- **Recommended Spares required.**
- **Erection & Commissioning required at site.**
- **Pre Inspection by BHEL required.**
- **Drawings are enclosed.**
- **Specifications are enclosed.**
- **MODVAT applicable.**
- **This enquiry is only for Expression of Interest and not for procurement.**
- **Specification cum Compliance Certificate for Robotic Shot Peening Center is enclosed.**

Drawings, (SPSKETCH001 and SKETCH 1-15) as mentioned in the technical specifications need to be collected in person / e-mail against specific request vide e-mail / letter from Capital Purchase, BHEL HEEP Hardwar free of cost only after vendor has Signed Non-Disclosure Agreement (Annexure- II) with BHEL. Agents can collect drawings only if they carry necessary written request and letter of Authorization issued by their principal.

Kaushik Roy / Sr. Mgr (Capital Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
Fax: 01334-226462, Phone: 01334-284486
E-mail: kroy@bhelhwr.co.in

Enq. No.: C/3991/2013/2547T

Date of issue : 16.09.2013

Due Date : 26.10.2013

M/s.....
.....

Sub: Tender Enquiry No. C/3991/2013/2547T

Dear Sir,

Expression of Interest (EOI) are invited from interested and competent vendors, in sealed cover for the under mentioned equipment / systems.

| Sl. No. | Description of Equipment | Qty. (Nos.) | Closing date for downloading of forms from website | Opening date of EOI |
|---------|---|-------------|--|---------------------|
| 1. | ROBOTIC SHOT PEENING CENTRE AS PER ENCLOSED SPECIFICATION | 01 | 25.10.2013 | 26.10.2013 |

Please submit your **Technical Bid only** for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL for better understanding of technical requirements.

PLEASE SUBMIT TENDER FEE of Rs. 2000.00 {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "TENDER FEE". ALL MICRO AND SMALL ENTERPRISES REGISTERED WITH NSIC ARE EXEMPTED FROM SUBMISSION OF TENDER FEE. The authorized representative should bring authority letter from their principals for attending the bid opening.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**.

Thanking You,
Yours Faithfully,

For & ON BEHALF OF BHEL, HARDWAR

Kaushik Roy / Sr. Mgr (Capital Purchase)

Instruction to bidders

Clause 1.0:

The tender **Expression of Interest** shall be as 'Technical Bid' as described below on or before the due date.

- **The Bid should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.**
- Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents)

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. **Unsigned bids shall be ignored.**

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

Clause 1.1 :

TECHNICAL BID shall comprise of following documents:

- a) Complete Technical offer
- b) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- c) Deviation with reference to Technical specification to be laid down on separate sheet.
- d) Any additional documents (please specify).

Note: No price bid is to be submitted along with this offer.

Clause 1.2 :

Technical Bid will be opened on the date and time specified in the covering letter, in the presence of those **vendors**, who wish to attend **the tender opening**.

Clause 1.3 :

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

Clause 1.4 :

The following shall be super scribed on the envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE FOR OPENING.
3. "TECHNICAL BID"

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

Clause No. 1.5: The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Kaushik Roy / Sr. Mgr (Capital Purchase)

DETAILS OF COMPANY PERFORMANCE**A. Capacity Details:**

| | | |
|---|-------------------------|----------------------|
| Manufacturing Capacity (Major machines with Qty.) | Type of Major Machines | Qty. |
| | | |
| Machines supplied during last 5 years (Year-wise with Qty.) | Scheduled Supply Period | Actual Supply Period |
| | | |
| Outstanding Order Book position (Type of Machine with Qty. & name of customers*) | | |
| Liquidation Plan of all machines including BHEL machines under consideration for ordering | | |

* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

| Sl. No. | Name of M/c with broad specs. | Name of BHEL Unit | P.O. No. & Date | P.O. Value | Supply Date | | Erection & Commissioning | | Reason of delay, if any |
|---------|-------------------------------|-------------------|-----------------|------------|-------------|----------------|--|--|-------------------------|
| | | | | | As per P.O. | Actual/ Likely | E&C period incl. job prove out as agreed (in days) | Actual / Likely period of E&C completion (in days) | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |
| 3. | | | | | | | | | |
| 4. | | | | | | | | | |

Note:

1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
2. Reasons for delay to be explained in details.
3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

ANNEXURE-II

(This document to be filled in Duplicate & to be sent back to BHEL Haridwar)

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into the ____th day of _____ 2013 ("effective date"), by and between Bharat Heavy Electricals Ltd ("BHEL"), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi- 110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar- 249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as "BHEL" or "Disclosing Party" and, hereinafter referred to as the "Receiving Party":

WHEREAS, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of Robotic Shot Peening Centre as per tender no. C/3991/2013/2547T; and

WHEREAS, BHEL is required to disclose certain Technical drawings **as referred in document 'Specification Cum Compliance Certification For "Robotic Shot Peening Centre" of tender no. C/3991/2013/2547T**, hereinafter referred to as "Technical Information" to the Receiving Party to enable them to submit their bids; and

WHEREAS, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

NOW THEREFORE, in consideration of the mutual promises recited herein, the parties agree to the following:

1. **Purpose.** This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.
2. **Limits of Agreement.** This Agreement and the Technical Information transmitted hereunder shall not be construed as:
 - a. creating any obligation on either party to enter into any future contractual relationship of any kind; or
 - b. granting or conferring any express or implied rights -- by license or otherwise -- for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or
 - c. providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
 - d. creating a partnership, joint venture or other business relationship between the parties; or

- e. altering any obligations, responsibilities, or rights which either party may have under any contract; or
 - f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.
3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:
- a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.
 - b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.
 - c. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of such Technical Information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.
 - d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.
 - e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.
4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.
5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided, assignment may be made to any entity succeeding to the entire interest of a party's business or the business of the division or group originally responsible for performance hereunder.
6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.

In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.

7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.
8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.
9. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.
10. **Dispute Resolution.** All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.

The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.

BHEL:

Other party:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____