



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 285858

Enq. No.: L/6435/2018/6647W/3

M/S.....

Sub: BHEL-HEEP/OPEN-TENDER (TOOLING)/2020

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.

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

TENDER NO.: L/6435/2018/6647W/3				
TENDER OPENING DATE : 20/07/2020 (20th July 2020)				
SL. NO.	MATERIAL CODE	MATERIAL DESCRIPTION	QTY.	DELIVERY SCHEDULE
1	TLMW66101514	HOLE TEST, COMPLETE WITH EXTENSION ROD AND HOLE TEST OF 20-25, 25-30, 30-40 & 40-50 MM. SETTING RING DIA 25 & 40, M/s MITUTOYO CAT NO. 368-913. N.STD: M/s MITUTOYO OR EQLT. SIZE: 20-50 MM, LC 0.01 MM DIM.: RANGE IN MM.	01 ST.	31/08/2020
2	TLMW66105242	HOLE TEST MICROMETER (THREE LEG INSIDE MICROMETER) M/s MITUTOYO CAT SERIES NO. 368-770 N.STD: M/s MITUTOYO OR EQLT. SIZE: 50.00 - 63.00 MM. DIM.: RANGE IN MM.	01 NO.	31/08/2020
3	TLMW66106141	HOLE TEST, THREE POINT INTERNAL MICROMETER, M/s MITUTOYO CAT NO. 368-141. N.STD: M/s MITUTOYO OR EQLT. SIZE: 62 - 75 MM	01 NO.	31/08/2020

4	AA6611001018	OUTSIDE MICROMETER, FIXED ANVIL. SPEC: AA6611001 REV: . SIZE: 0-25 (103-137) DIM.: RANGE IN MM	04 NO.	31/08/2020
5	AA6611001026	OUTSIDE MICROMETER, FIXED ANVIL . SPEC: AA6611001 REV: . SIZE: 25-50 (103-138) DIM.: RANGE IN MM	10 NO.	31/08/2020
6	TLMW66100895	HEAVY DUTY, DIAL, HEIGHT GAUGE, M/s MITUTOYO CAT SERIES NO. 192-130. N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 300 MM, LC 0.01 MM. DIM.: RANGE IN MM.	07 NO.	31/08/2020
7	TLMW66101980	DIAL HEIGHT GAUGE WITH DIGIT COUNTER, MITUTOYO CAT SERIES NO 192-132. N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 600 MM, LC 0.01 MM. DIM.: RANGE IN MM.	08 NO.	31/08/2020
8	TLMW66102316	STYLI FOR DIAL TEST INDICATOR CARBIDE BALL POINT CONTACT DIA=2MM, LENGTH(L)=44.5MM, MITUTOYO CAT.136013 N.STD:M/S MITUTOYO OR EQVLT SIZE: 2.0MM X L=44.5MM DIM.: STYLI DIA	30 NO.	31/08/2020
9	TLMW66104920	DIGIMATIC VERNIER CALIPER, MITUTOYO CAT SERIES NO. 500-173 N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 300 MM, LEAST COUNT 0.01 MM. DIM.: RANGE IN MM.	07 NO.	31/08/2020
10	TLMW66105919	DIAL TEST INDICATOR, LEVER TYPE CONTACT POINT DIA: 2MM, LEVER LENGTH=45MM, MITUTOYO CAT NO. 513-415E N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 1.00 MM, LC 0.01 MM DIM.: RANGE IN MM.	10 NO.	31/08/2020
11	TLMW66103096	DEGIMATIC VERNIER CALIPER, WITH BATTERY, MITYTOYO CAT SERIES NO 500 - 171. N.STD : M/s MITYTOYO OR EQLT. SIZE: 0 - 150 MM. DIM.: SIZE IN MM.	01 NO.	31/08/2020
12	TLMW66105676	EXTENSION ROD FOR DIAL BORE GAUGE, MITUTOYO CAT SERIES NO. 953553 N.STD: M/s MITUTOYO OR EQLT. SIZE: 250 MM. DIM.: LENGTH IN MM	05 NO.	31/08/2020
13	TLMW66105684	EXTENSION ROD FOR DIAL BORE GAUGE, MITUTOYO CAT SERIES NO. 953554	05 NO.	31/08/2020

		N.STD: M/s MITUTOYO OR EQUANT. SIZE: 500 MM. DIM.: LENGTH IN MM		
14	TLMW66105692	EXTENSION ROD FOR DIAL BORE GAUGE, MITUTOYO ORDERING NO:953555 OR EQVLT N.STD: M/s MITUTOYO OR EQUANT. SIZE: 750MM DIM.: RANGE	05 NO.	31/08/2020
15	TLMW66106028	EXTENSION ROD FOR DIAL BORE GAUGE, MITUTOYO CAT SERIES NO. 953556. N.STD: M/s MITUTOYO OR EQLT. SIZE: 1000 MM. DIM.: LENGTH IN MM	05 NO.	31/08/2020
16	TLMW66103053	DIGIMATIC OUTSIDE MICROMETER WITH BATTERY, WITH RATCHET STOP. MITUTOYO CAT. NO. 293-230-30 N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 25 . DIM.: RANGE(MM)	02 NO.	31/08/2020
17	TLMW66103061	DIGIMATIC OUTSIDE MICROMETER WITH BATTERY, WITH RATCHET STOP. MITUTOYO CATALOGUE NO. 293-231-30 N.STD: M/s MITUTOYO OR EQLT. SIZE: 25 - 50 . DIM.: RANGE(MM)	02 NO.	31/08/2020
18	TLMW66103070	DIGIMATIC OUTSIDE MICROMETER WITH BATTERY,WITH RATCHET STOP. MITUTOYO CAT NO. 293-232-30 N.STD: M/s MITUTOYO OR EQLT. SIZE: 50 - 75. DIM.: RANGE(MM)	02 NO.	31/08/2020
19	TLMW66103304	DIGIMATIC OUTSIDE MICROMETER WITH BATTERY, WITH RATCHET STOP,MITUTOYO CAT NO. 293-233-30 N.STD: M/s MITUTOYO OR EQVLT SIZE: 75-100 MM DIM.: RANGE IN MM	02 NO.	31/08/2020
20	HW6611201998	DEPTH MICROMETER SPEC: AA6611201 REV: . SIZE: 0-150 (MITU CAT NO. 129-116) DIM.: RANGE IN MM	04 NO.	31/08/2020
21	TLMW66106656	SCREW THREAD MICROMETER, EXTERNAL,ACCURACY +/- 0.007 MM MITUTOYO CAT NO. 126-136. N.STD: M/s MITUTOYO OR EQLT. SIZE: 275-300 MM, GRADUATION 0.01 MM. DIM.: RANGE IN MM.	02 NO.	31/08/2020

22	TLMW66104912	DIGIMATIC VERNIER CALIPER, MITUTOYO CAT SERIES NO. 500-172 N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 200 MM, LEASTCOUNT 0.01 MM. DIM.: RANGE IN MM.	02 NO.	31/08/2020
23	TLMW66105277	VERNIER CALIPER,STAINLESS STEEL, LEAST COUNT 0.02 MM. M/S MITUTOYO CAT NO.533-504. N.STD: M/s MITUTOYO OE EQLT. SIZE: 0 - 500 MM. DIM.: RANGE IN MM.	01 NO.	31/08/2020
24	HW6611711988	VERNIER CALIPER, STAINLESS STEEL,TYPE-A WITH FINE ADJUSTMENT,0.02MM LEAST COUNT SPEC: AA6611711 REV: . SIZE: 180 DIM.: RANGE IN MM GRADE: STAINLESS STEEL,TYPE A	05 NO.	31/08/2020
25	HW6611711996	VERNIER CALIPER, STAINLESS STEEL,TYPE-A WITH FINE ADJUSTMENT, 0.02 MM LEAST COUNT SPEC: AA6611711 REV: . SIZE: 280 MM (MITU CAT NO 532-103) DIM.: RANGE IN MM GRADE: STAINLESS STEEL,TYPEA	02 NO.	31/08/2020
26	TLMW66103100	DIGITAL VERNIER CALIPER,WITH BATTERY,WITH DEPTH MEASURING BAR/BLADE, RESOLUTION=0.01MM, SIZE: 0 - 200 . DIM.: RANGE IN MM	07 NO.	31/08/2020
27	TLMW66106494	DIAL TEST INDICATOR,LEVER TYPE WITH SUITABLE STEM & CLAMP RING,EQUIVALENT TO MITUTOYO CAT NO.513-425E N.STD: M/s MITUTOYO OR EQLT. SIZE: 0-0.60MM, LC=0.002MM DIM.: RANGE IN MM.	04 NO.	31/08/2020
28	TLMW6630032 0	PRECISION LEVEL (SPIRIT LEVEL) MITUTOYO CAT NO. 960-703. SENSITIVITY =0.02MM/M N.STD:MITUTOYO OR EQVLT SIZE: 200X40X200 DIM.: WDXH	03 NO.	31/08/2020
29	TLMW66101956	LONG JAW VERNIER CALIPER WITH FINE ADJUSTMENT MITUTOYO CAT NO. 534-116 SIZE: 0-1000MM, LC=0.02MM DIM.: RANGE, LC	01 NO.	31/08/2020
30	TLMW66105900	VERNIER CALIPER WITH NIB STYLE JAWS & FINE ADJUSTMENT, GRADUATION = 0.02 MM, STAINLESS STEEL M/S MITUTOYO CAT. NO. 160-110 N.STD: M/s MITUTOYO OR EQLT.	01 NO.	31/08/2020

		SIZE: 0 - 1500 MM. DIM.: RANGE IN MM.		
31	TLMW66104971	HEAVY DUTY DIGMATIC HEIGHT GAUGE, MITUTOYO ORDERING NO: 192-613-10 N.STD: M/s MITUTOYO OR EQLT. SIZE: 0 - 300 MM, LEAST COUNT 0.02 MM DIM.: RANGE IN MM.	01 NO.	31/08/2020
32	AA6611721029	VERNIER CALIPER, STAINLESS STEEL, TYPE-B WITH FINE ADJUSTMENT, 0.02MM LEAST COUNT SPEC: AA6611721 REV: .. SIZE: 0-750 DIM.: RANGE IN MM Bin Line: 0 Bin Balance:	02 NO.	31/08/2020

SPECIAL INSTRUCTIONS

1. PAYMENT TERMS (STANDARD PAYMENT TERMS: 100% PAYMENT AGAINST RECEIPT & ACCEPTANCE OF MATERIAL AT BHEL HEEP HARIDWAR.). IF THE VENDOR DEVIATES FROM BHEL'S STANDARD PAYMENT TERMS LOADING ON ACCOUNT OF DEVIATION IN STANDARD PAYMENT TERM SHALL BE DONE AS PER EXISTANT RULES OF BHEL HARIDWAR (REFER GISTC).
2. FOR ITEM CODES TLMW66105919 (06 NO.) & TLMW66102316 (20 NO.) (PACKAGE-1) - PENALTY OF LATE ENQUIRY (LD) SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON TOTAL VALUE OF THE PACKAGE – 1 SUBJECT TO A MAXIMUM OF 10% THE VALUE OF PACKAGE-1. PACKAGE-1 VALUE FOR THIS PURPOSE SHALL BE THE TOTAL GROSS VALUE PAYABLE TO THE VENDOR (BEFORE LD) EXCLUDING TAXES AND DUTIES.
3. FOR REMAINING ITEMS - PENALTY OF LATE ENQUIRY (LD) SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON THE VALUE OF RESPECTIVE DELAYED SUPPLIES SUBJECT TO MAXIMUM OF 10% OF THE VALUE OF RESPECTIVE DELAYED SUPPLIES. VALUE OF DELAYED SUPPLIES WILL MEAN THE GROSS VALUE PAYABLE TO THE VENDOR (BEFORE LD) AGAINST SUCH SUPPLIES EXCLUDING TAXES AND DUTIES.
4. **IF EMD IS NOT SUBMITTED ALONG WITH THE OFFER (PART-I) THEN THE OFFER MAY BE OUTRIGHTLY REJECTED.**
5. ITEM TLMW66105919 (06 NO.) & TLMW66102316 (20 NO.) ARE TO BE PROCURED FROM SAME SOURCE (SAME BRAND MADE).
6. FOR BOTH ITEM TLMW66105919 & TLMW66102316, STYLE LENGTH SHORTER THAN 44.5 MM IS NOT ACCEPTABLE. ONLY LENGTH GREATER THAN EQUAL TO 44.5 MM IS ACCEPTABLE.
7. ITEMS TLMW66105676, TLMW66105684, TLMW66105692 & TLMW66106028 MUST BE COMPATIBLE WITH MITUTOYO DIAL BORE GAUGES OF 511 SERIES.
8. IN CASE OF PO PLACEMENT, VENDOR TO SUBMIT CALIBRATION CERTIFICATE FROM NABL/ NPL ACCREDITED LAB FOR ALL INDENTED

ITEM WITH FOLLOWING EXCEPTIONS: TLMW66102316, TLMW66300320, TLMW66105676, TLMW66105684, TLMW66105692 & TLMW66106028.

9. FOR ITEM CODE AA6611721029 IN VERNIER CALIPER, PROJECTION OF JAW SHOULD BE AT LEAST 80MM (IS 3651-1).
10. VENDORS CAN SUBMIT THEIR BIDS THROUGH E-MAIL, E-MAIL SHALL HAVE FOLLOWING CLEAR SUBJECT LINE: -
 - 1) TENDER ENQUIRY REFERENCE NO. _____
 - 2) BID OPENING DATE (PART 1, TECHNO-COMMERCIAL). _____
11. VENDORS SUBMITTING THEIR BIDS THROUGH E-MAIL SHALL SUBMIT THEIR BIDS AS ATTACHMENT (PDF FORMAT) WITH PASSWORD PROTECTION. THE PASSWORD SHALL BE SHARED THROUGH MAIL (TENDERCELL.HEEP@BHEL.IN) AFTER 01:45 PM (IST) ON THE DAY OF BID OPENING, HOWEVER IF NO PASSWORD IS RECEIVED UP TO 04:00 PM (IST) BIDS WILL NOT BE OPENED AND WILL BE IGNORED.
12. SUBMISSION OF BIDS THROUGH E-MAIL SHALL BE CONSIDERED AS CONSENT TO OPEN THE BID WITHOUT PHYSICALLY WITNESSING THE EVENT.
13. ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF TECHNICAL SPECIFICATION AND PRE-QUALIFYING REQUIREMENTS (PQR) (ANNEXURE-A) FOR ALL ENQUIRY ITEMS. NON-COMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY.
14. REMAINING TERMS AND CONDITIONS SHALL BE AS PER **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITIONS (GISTC) VERSION APRIL-2019 REV: 04.**
15. THE QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS EFFECTIVE FROM THE DATE OF OPENING OF TENDER.
16. VENDOR TO QUOTE BEST POSSIBLE DELIVERY IN THE OFFER. DELIVERY IS NOT SACROSANCT. EARLY DELIVERY IS ALSO ACCEPTABLE.
17. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.
18. FOR THIS PROCUREMENT, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 15.06.2017, 28.05.2018 & 29.05.2019 AND SUBSEQUENT ORDERS ISSUED BY THE RESPECTIVE NODAL MINISTRY SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT BUT BEFORE FINALIZATION OF CONTRACT / PO / WO AGAINST THIS NIT. IN THE EVENT OF ANY NODAL MINISTRY PRESCRIBING HIGHER OR LOWER PERCENTAGE OF PURCHASE PREFERENCE AND / OR LOCAL CONTENT IN RESPECT OF THIS PROCUREMENT, SAME SHALL BE APPLICABLE.
19. VENDOR TO SPECIFICALLY CONFIRM IF THEY ARE LOCAL SUPPLIER OR NOT AS PER ABOVE MENTIONED NOTIFICATION. ACCORDINGLY, THE

LOCAL SUPPLIER AT THE TIME OF TENDER, BIDDING OR SOLICITATION SHALL BE REQUIRED TO PROVIDE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE MINIMUM LOCAL CONTENT AND SHALL GIVE DETAILS OF THE LOCATION(S) AT WHICH THE LOCAL VALUE ADDITION IS MADE.

20. VENDOR TO ENSURE THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.

21. PROCUREMENT DIRECTLY FROM THE MANUFACTURERS/ SUPPLIERS SHALL BE PREFERRED. HOWEVER, IF THE OEM/ PRINCIPAL INSISTS ON ENGAGING THE SERVICES OF AN AGENT, SUCH AGENTS SHALL NOT BE ALLOWED TO REPRESENT MORE THAN ONE MANUFACTURER/ SUPPLIER IN THE SAME TENDER. MOREOVER, EITHER THE AGENT COULD BID ON BEHALF OF THE MANUFACTURER/ SUPPLIER OR THE MANUFACTURER/ SUPPLIER COULD BID DIRECTLY BUT NOT BOTH. IN CASE BIDS ARE RECEIVED FROM BOTH THE MANUFACTURER/ SUPPLIER AND THE AGENT, BID RECEIVED FROM THE AGENT SHALL BE IGNORED.

22. IF THE VENDOR DOES NOT CONFIRM ANY OF THE ABOVE SPECIAL INSTRUCTIONS, THEN THE SAME SHALL BE PRESUMED TO BE ACCEPTABLE/CONFIRMED.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version April-2019, Rev: 04)**. Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

The tender documents can be downloaded from the web sites www.bhel.com / www.bhelhwr.co.in

After downloading the tender documents from the website, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must submit **Tender Fee of INR 2,000/- (INR two thousand only)** in the form of Pay Order / Demand Draft (drawn in favor of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I). **However, if no hard copy of any tender document is required from BHEL, no Tender Fee is required to be submitted.**

Vendors must also remit the requisite **EMD (Earnest Money Deposit) of INR 60,000/- (INR Sixty Thousand only)** in the form of Pay Order / Demand draft (drawn in favor of 'BHEL HARIDWAR'). In case of foreign bidders e-payment may also be accepted as EMD. **If EMD is not submitted along with the offer, then the offer may be out rightly rejected.** **BHEL registered vendor in PMD TLo35 having Vendor Code M40752 & M72547 are exempted from submission of EMD.** **Micro & Small Enterprises (MSEs) are exempted from submission of EMD.**

Please submit separate drafts for EMD and tender fee in an envelope super-scribed with bold letters "EMD & Tender Fee" to be submitted with Part-I.

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. CA certificate/ Udyog Aadhar (UAN) issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs).

“As per the OM No. F. No. 1(2)(1)/2016-MA dated. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), “Traders and agents should not be allowed to avail the benefits extended under the PP Policy.”

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

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,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

The date for opening of tender shall be 20/07/2020. Tenders will be received up to 1.45 P.M. on 20/07/2020 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 20/07/2020) will not be REPEAT will not be opened. BHEL will not be responsible for any type of postal / courier delay.

Bids shall be opened 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 the specific tender no. attending the bid opening.

Amendments/Corrigendum, if any, will be hosted only on the websites mentioned above. Other terms and conditions will be as per tender documents.

Unregistered vendors may please visit our website www.bhel.com for filling-up Supplier Registration Form (SRF).

BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

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

1.0 DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered components in respective steel grade or machining of such items.

2.0 TECHNICAL QUALIFICATION

Enclosed format – **Annexure-A (PQR)** to be submitted. **It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.**

3.0 ESSENTIAL INSTRUCTIONS

1. Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable). Vendor Registration Form shall be filled only by unregistered vendors on our website www.bhel.com.
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The tender shall be **submitted in three parts** in separate envelopes as described below on or before the due date:

i. Part I (Envelope-1) - Containing the following:

A. Tender Fee & EMD (Earnest Money Deposit) enclosed in sub-envelope

Or

Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

B. Pre-Qualifying Requirements/PQR – Annexure: A.

C. NDA (Non-Disclosure and Proprietary Information Agreement) – Annexure: B

ii. Part II (Envelop-2) – Containing the following:

A. Techno -Commercial Bid – It should be the copy of Price Bid without the price part as well as all the technical details.

iii. Part III (Envelop-3) - Containing Price Bid

Note: All the individual envelopes should indicate Tender no. and date of opening of Part-I.

All the envelopes (Envelope-1, Envelope-2 & Envelop-3) to be put in a single covering envelope indicating tender no., due date and the name of vendor (with address, e-mail id & contact details). Offer should be complete in all respect (i.e. Part-I, Part- II & Part- III).

4. Part-I will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
5. Part-II (Techno- Commercial Bids) will be opened on a later date of only those vendors whose PQRs will be found acceptable and also have submitted Tender Fees & EMD or Exemption certificate.

6. Part-III (Price Bids) along with supplementary price bids, if necessary, will be opened on a later date of only those vendors whose techno-commercial will be found acceptable.
7. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
8. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
9. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
10. **Please submit your offer only for the above requirement subject to our GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version April-2019, Rev: 04). Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.**

REFERENCES:

Annexure- A (PQR: Pre-Qualifying Requirements)

Annexure-B (NDA: Non- Disclosure and Proprietary Information Agreement)

Annexure – A

PQR : PRE QUALIFYING REQUIREMENTS

01.00	PRE QUALIFYING CONDITIONS	REQUIRED
01.01	Only those vendors to quote who are Original Equipment Manufacturers or authorized dealer/ distributor/ stockist/ channel partner of Original Equipment Manufacturers of measuring instruments – Micrometer/ Vernier Caliper/ Height Gauge (Valid Authorization certificate from Original Equipment Manufacturer to be furnished with the offer)	Vendor to confirm & submit relevant pages of product catalogue
01.02	Name of the customer/ company where above measuring instruments have been supplied in last 5 years with complete contact details like phone no., email id etc. and month & year of previous supply of referred item.	Vendor to submit
01.03	BHEL reserves the right to verify the information provided by vendor. BHEL may also visit vendor works. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to submit

ANNEXURE B

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 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 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: Shri B.M.Bansal, General Manager- Materials Management

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.

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Fax

Address.

(Name of Person)

Tel.

Fax

Address.