



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462

PHONE NO: 0091 1334 284593

Enq. No. : L/6431/2016/2639D/1

Sub: BHEL-HEEP/OPEN-TENDER (TL) / 2017

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/6431/2016/2639D/1		TENDER OPENING DATE : 15/07/2017 (15th July 2017)		
SL. NO.	ITEM CODE	ITEM DESCRIPTION	QTY.	DELIVERY SCHEDULE
1	TLMW61203459	TOOL KIT FOR TURBINE ASSEMBLY – SPECIFICATION AS PER ENCLOSED ANNEXURE-3	18 ST	30.09.2017

SPECIAL INSTRUCTIONS

1. PAYMENT SHALL BE RELEASED AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL HARIDWAR AS PER “ACCEPTANCE CRITERIA” MENTIONED IN ANNEXURE-3.
2. EARLY DELIVERY IS ALSO ACCEPTABLE.
3. VENDOR TO QUOTE BEST POSSIBLE DELIVERY IN THE OFFER. DELIVERY IS NOT SACROSANCT.
4. THE TOTAL QUANTITY MAY UNDERGO CHANGE AT THE TIME OF ORDERING.
5. IN CASE OF ORDERING AGAINST THE TENDER, VENDOR SHOULD SUBMIT THEIR INVOICES AGAINST GOODS AND SERVICES IMMEDIATELY AFTER SUPPLY OF GOODS & SERVICES BUT NOT LATER THAN 30 DAYS FROM THE INVOICE DATE. IN CASE OF DELAY, CONSEQUENTIAL LOSSES LIKE LOSS OF INPUT CREDIT AND NON-AVAILABILITY OF CONCESSIONAL FORMS ETC. SHALL BE TO THE VENDOR ACCOUNT.
6. THE QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS EFFECTIVE FROM THE DATE OF OPENING OF TENDER.
7. LIST OF ITEMS IN ONE SET OF TOOL KIT AS PER ANNEXURE-3 (ENCLOSED) IS BEING SHARED & VENDORS TO QUOTE ACCORDINGLY.
8. VENDOR TO PROVIDE DETAILS AGAINST EACH ITEMS AS PER ANNEXURE -3.
9. IF THE VENDOR DOES NOT CONFIRM ANY OF THE ABOVE SPECIAL INSTRUCTIONS, THEN THE SAME SHALL BE PRESUMED TO BE ACCEPTABLE/CONFIRMED.
10. As you are all aware, India is going for GST regime. In view of this, please provide your GST Registration number, HSN No., Clause number in which instant item falls, applicable rate of SGST, CGST and IGST and any other relevant information.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC)**. 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 our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.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 Rs. 2,000/- (Rupees two thousand only)** in the form of Pay Order / Demand Draft (drawn in favour 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 Rs. 40,000/- (Rupees Forty Thousand only)** in the form of Cash (as permissible under Income Tax Act – cash to be deposited in Cash section in BHEL and receipt of the same to be enclosed) / Pay Order / Demand draft (drawn in favour 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.**

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 EMD & Tender fees. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs).

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 15.07.2017. Tenders will be received up to 1.45 P.M. on **15.07.2017** 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 15.07.2017) 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 components.

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 components.

2.0 TECHNICAL QUALIFICATION

Enclosed format – **Annexure-2** (P.Q.R, Pre-Qualifying Requirements/Conditions) 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 I

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

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/Conditions (PQRs) – Annex. 2 enclosed in sub-envelope (b)

C. NDA (Non-Disclosure and Proprietary Information Agreement) – Annex. 4 enclosed in sub-envelope (c)

- ii. **Part II - Envelop II - Techno -Commercial Bid** – It should be the copy of Price Bid without the price part

iii. Part III - Envelop III - Price Bid

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

All three envelopes [Envelope I (containing sub-envelopes a, b & c), Envelope II & Envelope III] 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) bid will be opened of those vendors who successfully qualify the PQRs.
6. Part – III (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid 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). 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-1 (Format for CA Certificate - Applicable for MSE vendors)

Annexure-2 (PQRs: Pre-Qualifying Requirements/Conditions)

Annexure-3

Annexure-4 (NDA)

Letter for Compliance of Provisions of GST

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Enquiry No. - L/6431/2016/2634D/1

ANNEXURE - 2

Indent 20162639

01.00	PRE QUALIFYING CONDITIONS	REQUIRED	Vendor details	REMARKS
01.01	Only reputed vendors who are original equipment manufactures (OEM) of hand tools (like allen keys, pliers, wrench, spanners, hand files) or authorised dealers of above OEMs should quote. Vendors are requested to submit following documents in support to above.	Vendor to confirm		
01.02	Certificate/document /product catalogue showing OEM status.	Vendor to submit		
01.03	Complete address & name with contact details of contact person of OEM.	Vendor to submit details		
01.04	Valid certificate of authorisation from OEM in case of authorised dealer.	Vendor to submit		
01.05	BHEL reserves the right to verify the information provided by vendor, for the performance of the tools supplied by them. In case the information provided by vendor is found to be false/ incorrect or performance is found to be not satisfactory, their offers shall be rejected.	Vendor to accept/agree		

Signature
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Signature
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Enquiry No. L/6431/2016/2639 D/1

ANNEXTURE -3

~~Annexure-1~~

List of the items in 1 set of Tool Kit for Turbine assembly area		
Sr. no.	Specifications	Qty
1	Set of Allen keys including sizes of 1.5, 2, 2.5, 3, 4, 5, 6, 8 and 10 mm	1 Set.
2	8" combination plier	1 no.
3	Radio (long nose) plier (Length should be within 160 mm to 210 mm)	1 no.
4	6 ½" diagonal (side) cutter	1 no.
5	10" self-grip wrench	1 no.
6	8" adjustable spanner	1 no.
7	Set of combination spanners, OPEN-BOX type one no. each of 8,9,10,11,12,13,14,15,16,17,18 and 19 mm A/F i.e. across flats	1 Set.
8	Set of Open ended spanners one no. each of 4x5, 6x7, 8x10, 12x14, 16x18, and 20x22 (size in mm).	1 Set.
9	1/2" square drive sockets one no each of size 10,11,12,13,14,15, 16,17,18,19,21,22,24,27,30,32mm	1 Set.
10	1/2" Square drive ratchet Overall length should be within 200mm to 300mm	1 no.
11	Additional Extensions of length within 100 mm to 150 mm for 1/2" Square drive ratchet (as mentioned in point no. 10)	1 no.
12	Additional Extensions of length within 200 mm to 300 mm for 1/2" Square drive ratchet (as mentioned in point no. 10)	1 no.
13	Junior hacksaw with blade, Overall length should be within 200mm to 500mm	1 no.
14	Tin snips, Overall length should be within 200mm to 300mm	1 no.
15	Set of Pin punches one no. each of 2, 3, 4 mm dia.	1 Set.
16	Centre punch with octagon Size 10 mm and Overall length should be within 100mm to 300mm	1 no.
17	1 lb. ball pein hammer	1 no.
18	1 lb. soft faced hammer	1 no.
19	Cold chisel (Overall length should be within 150 mm to 250mm, Octagon size should be within 16 mm to 22 mm)	1 no.
20	Set of hand files carrying of one no. each of hand file (cut 2), half round file (cut 2), round file (cut 2), and Overall length for all the files should be within 200mm to 300mm	1 Set.
21	3m metric measuring tape	1 no.
22	300 mm standard steel rule	1 no.
23	Set of Metric feeler gauges including sizes of 0.05, 0.10, 0.15, 0.20, 0.25, 0.30, 0.40, 0.50, 0.60, 0.70, 0.80, 0.90, 1.00 mm	1 Set.
24	Set of Number punches i.e. one no. each of 0, 1, 2, 3, 4, 5, 6, 7, 9, of 6 mm size	1 Set.
25	Set of Letter punches (i.e. A to Z) of 6 mm size	1 Set.
26	Strong Tool kit box with cover, handle and provision for lock, uniformly painted for carrying all the items	1 no.

Note :

- Against each serial no. of above list (Sr. no. 1 to 26), the items should be any of the following make/Brand : HAZET, GEDORE, STAHLWILLE, FACOM, SNAPON, STANLEY.
- Name of make should be embossed/engraved/etched on each item by its manufacturer.
- Any other brand manufactured by these companies shall not be acceptable.
- It is not necessary to supply all the items (in one particular serial no. above) of single make. Combination of different makes can be offered but all listed items are to be offered by Vendor for acceptance of their offer.
- All kits with listed 26 items in each kit shall be procured from one vendor and L1 Vendor shall be decided accordingly.

Acceptance Criteria :

Supplied items shall be accepted on receipt at BHEL Haridwar works in following conditions:

- Items should be without any damage, rust & deformation etc.
- Items are in ordered quantity.
- Items are as per technical specifications of tender.
- Items are separated & put in kits and bunched/partitioned in groups, in box as per above serial nos. for easy identifications & should be etched/punch mark/embossed, making kit ready for use as per technical requirement.
- For any shortages/damages/non-compliance to the specification/requirement, Vendor shall be fully responsible to provide suitable replenishment free of cost without any financial implications on BHEL.

Deepak
EITX

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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”.

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.

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

Tel.

Fax

Address.



BHARAT HEAVY ELECTRICALS LIMITED
HEEP-HARIDWAR, UTTARAKHAND (249403)
MATERIALS MANAGEMENT DEPARTMENT

Subject: - **Compliance of Provisions of GST.**

Dear Vendors,

GST is to be implemented with effect from **1st July 2017**. It is hereby informed to you to ensure compliance of provisions related to supply of goods and services under GST regime. An important aspect of transition in the new regime is the emphasis on online filing of all returns and online matching of input credit.

The following specific points need to be ensured by all vendors:

1. Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar, has migrated to GST portal and our provisional registration number is **"05AAACB4146P1ZL"** with state Code as "05" and State Name as "Uttarakhand".
2. Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
3. Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL-Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
4. Reimbursement of GST to vendor shall be governed with reference to terms and conditions agreed in Purchase Order or Contract with vendor.
5. Vendor to ensure that goods dispatched up to **30-Jun-2017** must reach BHEL-Haridwar before **30-Jul-2017** along with copy of invoice. It may be noted that in case goods dispatched up to **30-Jun-2017** are not received



BHARAT HEAVY ELECTRICALS LIMITED
HEEP-HARIDWAR, UTTARAKHAND (249403)
MATERIALS MANAGEMENT DEPARTMENT

by BHEL-Haridwar up to **30-Jul-2017**, any implication arising on this account will be to vendor's account.

6. Vendor to ensure that **documents** related to goods and services supplied / rendered up to **30-Jun-2017**, on which tax in the present regime is being paid, should be reached to us latest by **10-Jul-2017** without fail. Advance copy of documents to be sent to concern purchase officer through email latest by **30-Jun-2017**. In the event of any failure, BHEL-Haridwar will not be in a position to issue C-Form and loss of CENVAT credit or any other financial implication due to such default will be to vendor's account.
7. Early delivery unless requested by BHEL-Haridwar in Purchase Order, is not acceptable for the cases where schedule delivery is beyond **30-Jun-2017**.
8. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
9. For directly dispatchable items to our customer, vendor to issue all E1-Form as applicable on priority for the period up to **2016-17** latest by **30-Jun-2017** and for the period of Quarter 1st of 2017-18 latest by **30-Sep-2017**. BHEL-Haridwar will keep C-Forms ready and will intimate the details of such C-Forms to the vendors.
10. In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective Customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material.

The above are only illustrative points and not exhaustive. Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST-Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendors will be to the vendor's account.

On behalf of BHEL-Haridwar
AGM (PPX-Admn.)