

Ref. No. X/6600/2018/0981/R/1

Date: 12.04.2019

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the following job.

Sl. No.	Tender No.	Description of Items	Qty. (No.)	Opening date
1	X/6600/2018/0981/R/1	STUD BOLT M90X6 DRG: 3113215604100 REV:00 STUD BOLTS IN FINISH MACHINED CONDITION (EXTERNAL THREAD OF STUD BOLTS ARE TO BE MADE BY THREAD ROLLING OPERATION ONLY)	48	04.05.2019
2		STUD BOLT M72X6 DRG: 3113215604200 REV:00 STUD BOLTS IN FINISH MACHINED CONDITION (EXTERNAL THREAD OF STUD BOLTS ARE TO BE MADE BY THREAD ROLLING OPERATION ONLY)	40	

2. Last date for obtaining tender documents and opening of tenders is indicated against the tender as above. Quotations will be received up to 1.45 P.M. on opening date (04.05.2019) and opened on the same day at 2.00 P.M. in the Tender Room. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents. **Standard no. HW10661 & Drawings of Stud Bolts will be provided only after receipt of Non-Disclosure and proprietary information Agreement (Duly filled, signed and stamped, format as per Annexure-F) by the vendor. Vendor can provide scanned copy of Non-Disclosure and property information Agreement through e-mail and ask for drawings well before opening date and time of enquiry.**
5. **For any further assistance/query vendor may contact at sbhushan@bhel.in, parvind@bhel.in, subhra@bhel.in.**

For & ON BEHALF OF BHEL, HARDWAR

Parvind Singh
Sr. Engineer (AIX-T)

Ref. No.: X/6600/2018/0981/R/1

Date of issue : 12.04.2019

Due Date : 04.05.2019

Sub: Tender Enquiry No. X/6600/2018/0981/R/1

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the below mentioned Tender.

Tender No.	Delivery Required	EMD (Earnest Money Deposit)
X/6600/2018/0981/R/1	30.08.2019 (early delivery is also acceptable)	₹ 60000.00

The Part-I bid shall be opened by BHEL at 2 PM on the due date i.e. on 04.05.2019, in the presence of bidder/authorized representatives of the bidder who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions.

The date for opening shall be 04.05.2019. Tenders will be received up to 1.45 PM on 04.05.2019 and opened on the same day at 2.00 PM in the Tender Room. Please note that tender received after due date & time (1.45 PM on 04.05.2019) will not be entertained or opened. BHEL will not be responsible for any type of postal / courier delay.

EMD is to be submitted in cash (as permissible under Income Tax Act) or Pay Order or Demand Draft only. In case of foreign bidders e-payment shall also be accepted as EMD.

MSE suppliers are exempted for submission of EMD.

Any clarification, if required can be asked for through e-mail at sbhushan@bhel.in, parvind@bhel.in, subhra@bhel.in before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements. Amendments/corrigendum, if any, will be hosted on our website only. Other terms and conditions will be as per tender documents.

The quantity may undergo change at the time of ordering.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision given by vendor subsequently will be ignored.

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

For & ON BEHALF OF BHEL, HARDWAR

Parvind Singh
Sr. Engineer (AIX-T)

Instruction to Bidders:

Clause 1.0 – Tender Submission:

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

- a) Part-I (Envelope I) :
1. Valid MSE certificate applicable for Micro and small Enterprises (attested copies of either EM-II certificate having deemed validity of 05 years from the date of issue of acknowledgement in EM-II / valid NSIC certificate or EM-II certificate along with attested copy of CA certificate / attested Udyog Aadhar certificate)
 2. Pre-Qualifying Requirement (PQR; As per Annexure-A) duly filled and required documents as asked in PQR.
 3. Techno-Commercial Bid. General Terms and Conditions as per Annexure-B should be filled up by vendor and submitted along with techno-commercial bid.
 4. Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation.
 5. Replica of price bid (un-priced quotation) must be enclosed with part-1 of tender enquiry.
 6. Earnest Money deposit of ₹ 60000.00 (EMD is to be submitted in cash or Pay Order or Demand Draft only. In case of foreign bidders, e-payment shall also be accepted as EMD. MSE suppliers are exempted for submission of EMD.)
 7. Certificate as per Annexure-E (In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018).
 8. Any other related documents.
- b) Part-II (Envelope II): The Price Bid in envelope - II (Part-II) shall comprise of the price bid only (with price) for the complete scope.

If price bid is not submitted along with Part-I bid, the offer will be rejected outrightly.

- Any corrections / amendments shall be properly & fully authenticated with signature.

Procurement directly from the manufacturers / suppliers shall be preferred. However, if OEM / Principal insist on engaging the services of an agent, such agent 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.

The bidders (original 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 the tender. Each page of quotation should be signed and stamped by authorized representative of vendor, else the offer is liable to be rejected. **Unsigned bids are liable to be ignored.**

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 specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-H where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Attested copy of UAM (Udyog Aadhar Memorandum) shall also be considered for availing intended benefit of MSE supplier. Non submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- a) Valid NSIC Certificate or b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or c) EM II certificate along with attested copy of CA Certificate (as per prescribed format at Annexure-H) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over or d) Udyog Aadhar Memorandum. However, credentials of all MSE supplier will be verified before advancing the intended benefits. MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.

In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer at least 25% of quantity of respective item (rounded off to next higher number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then at least 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors. While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However, if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating. In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost. In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference. If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.

BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of vendor.

Note:

- a) Prices are to be indicated in both figures and words. In case of any discrepancy of value the prices quoted in words shall be considered for evaluation and establishing L1 status.

- b) Any terms & conditions indicated in price bid shall be ignored and not be considered.
- c) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination". For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- d) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by vendor and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids. In case BHEL accepts the EX-Works prices such offers will be loaded with actual freight charges as per BHEL freight rate contract.
- e) Applicable Taxes & duties should be indicated separately and clearly in the quotation.
- f) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions.
- g) Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- h) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

Clause 2.0 – Tender Opening:

- a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising of documents as mentioned above will be opened on the date and time specified above, in the presence of those vendors, who wish to attend the tender opening.

Part II : Part II bid (Envelope-II) comprising Price Bid only. Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in Part-I.

- b) In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in Part-I.

Clause 3.0 – Superscription on envelopes:

The following shall be super-scribed on the envelopes:

PART-I

1. TENDER NO.
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID".

PART-II

1. TENDER NO.
2. DUE DATE FOR OPENING OF PART-I.
3. "PRICE BID".

Clause 3.1:

The Part-I & part-II shall be individually sealed and super-scribed as indicated above and shall be enclosed further in one single envelop duly sealed and super scribed as:

“QUOTATION AGAINST TENDER NO.----- DUE ON -----
CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,
Tender box
Tender Room, 4th floor
Main ADM Building
Heavy Electrical Equipment Plant,
BHEL, Ranipur.
Haridwar- 249403

Clause 3.2:

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

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 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

For & ON BEHALF OF BHEL, HARDWAR

**Parvind Singh
Sr. Engineer (AIX-T)**

General Terms & conditions:

1. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
2. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction, the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-B. The bids of those vendor who do not agree for reverse auction may not be considered. Terms and conditions of Reverse Auctioning are as per Annexure-C.

3. Taxes & Duties:

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) 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.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) 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.
- f) 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.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (Harmonized System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

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 vendor will be to the vendor's account.

4. Prices shall be furnished per piece basis as per tender condition; ELSE, THE BID IS LIABLE FOR REJECTION. It should be clearly specified in the quotation.
5. Any item not included in this tender quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
6. BHEL will evaluate the techno-commercial bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors through e-mail or they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 7 days' notice to come prepared with the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**
7. The vendors found techno-commercially acceptable against their original techno-commercial offer and subsequent technical discussion, BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary techno-commercial bid along with impact in the form of addition and deletion in their price bid in separate sealed envelopes. They will also be required to submit copy of un-priced price bid of these impacts in a sealed envelope duly super-scribed. These will be submitted within 15 days. The techno-commercial bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.
8. It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.
9. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.
10. Rates to be quoted with BHEL material on per piece basis.
11. No standard gauges up to M42 shall be provided by BHEL.
12. All enclosures must be sent with the quotation with sign and seal.
13. Vendor shall confirm that all the prescribed Technical and other requirements in the drawing will be achieved.
14. Sub-Contractor shall confirm the availability of m/cs of reqd. capacity and accuracy.
15. For each supply, Vendor's are requested to raise separate Invoice along with GST compliance Certificate (Format as per Annexure-G), Test Certificate & Guarantee Certificate. All invoices must be submitted in AIX-Turbine, BHEL Hridwar.
16. Quotation must be clearly legible.
17. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of vendor.
18. Each page of quotation should contain signature and stamp of authorized representative of vendor, else the quotation is liable to be rejected.

19. All the drawings are proprietary of bhel. In case of misuse, BHEL may take legal action against Vendor.

Date :

Signature :

Name :

Designation :

Department :

M/s

For & ON BEHALF OF BHEL, HARDWAR

Parvind Singh
Sr. Engineer (AIX-T)

ANNEXURE – B: - ACCEPTANCE OF TECHNICAL & COMMERCIAL TERMS BY VENDOR

BHEL Standard Terms	Vendor's Acceptance/ Comments
1. Scope of Work: Stud Bolts with party material to be supplied as per drawing, its Technical requirements and Quality Plan requirements. EXTERNAL THREAD OF STUD BOLTS ARE TO BE MADE BY THREAD ROLLING OPERATION ONLY. Material for Drg. 3113215604100 & 3113215604200 is HW10661. Material should be procured from BHEL approved sources only (as per Annexure-I). Materials & quantity of Stud Bolts are as per Annexure-D.	
2. Inspection & QP.: Inspection by BHEL as per Drawings/ Standards & Quality Plan requirements. Quality plan no. QP/QA/190001 rev 00 dtd. 08.04.2019 is attached, should be followed.	
3. Payment terms: Payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar.	
4. CURRENCY OF PAYMENT: Indian Rupees(₹)	
5. Validity: Validity of the offer should be minimum 120 days from tender opening date.	
6. ORDER ACCEPTANCE: Purchase order shall be given to vendor through e-mail & courier. Acceptance of order (ink-signed/email) should be given by vendor within 7 days after receipt of Purchase order through email from BHEL Haridwar. Else, it will be assumed that PO is accepted.	
7. TAXES: A. All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country. B. Goods & Service Tax (GST): As applicable against documentary proof. C. Vendor status regarding registration (registered/un-registered/registered under composite scheme) under GST. Vendor should mention GST registration no. in case of registered/registered under composite scheme. In case of un-registered in GST, vendor should confirm with reason of not registration. D. Input Tax Credit: Input Tax Credit will be applicable for registered vendor only against documentary proof. No Input Tax Credit is applicable for unregistered/composite registered supplier.	

8. Delivery and Transportation: - A. Delivery Period: Stud Bolts should be supplied to BHEL Haridwar on or before 30.08.2019. B. Delivery basis: Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.	
9. Late delivery penalty Clause: LD clause is applicable@0.5% per week or part thereof with a maximum limit of 10% of unexecuted portion. Commencement of delivery period shall be reckoned from the date of PO / LOI.	
10. Guarantee Certificate: Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.	
11. Test Certificate: Vendor should submit Material Test Certificate along with each supply of components. Material should be procured from BHEL approved sources (list of BHEL approved sources is attached at Annexure-I).	
12. In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, vendor should certify that vendor is meeting the requirement of minimum local content (50%) as defined in above order for the material. The certification should be provided as per Annexure-E attached herewith.	
13. Attending to any complaint during guarantee period: For any type of complaint (such as poor quality of machining/Rolling, poor performance etc.), vendor has to rectify the job without any financial implication (free of cost).	

14. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. In case vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
15. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-C attached). Vendors to give their confirmation for participation in Reverse Auction process.	
16. Settlement of Disputes: • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. • The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.	
17. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d) Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country	
18. BHEL will evaluate the techno-commercial bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.	

19. Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
20. RIGHT OF ACCEPTANCE. a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders. c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry. d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened. e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening. f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry	

(Vendor's Signature with seal)

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

LIST OF ITEMS FOR THREAD ROLLING

SL. NO.	DESCRIPTION	DRAWING NO.	UNIT	QTY.	MATERIAL	DELIVERY REQUIRED
1	STUD BOLT	3113215604100	NO	48	X12 (HW10661)	By 30.08.2019
2	STUD BOLT	3113215604200	NO	40	X12 (HW10661)	

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

Details of location at which local value addition will be made is as follows:

-

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

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

(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of

BHEL

By:

Title:

Signature:

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 :

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.

Tel. 01334

Fax

Fax 01334

Address.

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, we indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory
GST No:

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ,
 (hereinafter referred to as 'company') having its registered office atis
 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 per the latest audited financial
 yearas 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.

(Strike off whichever is not applicable)

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

- Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the
 date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period
 of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E)
 dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

List of BHEL approved vendors for material grade HW10661		
Sl. No.	Vendor	Address
1	MISHRA DHATU NIGAM LTD	P.O.KANCHAN BAGHSUPER ALLOYS PLANT HYDERABAD (AP) INDIA 500058 Phone No.: 040-24340001 Fax : 040-24340214 E-Mail : hanumantharao.midhani@ap.nic.in, hraoyv@gmail.com
2	BOHLER INTERNATIONAL GMBH	NORDWESTBAHNSTR. 12-14A-1201 VIENNA AUSTRIA Phone No.: +43 133 14 3203 Fax : +43 137 41900114 E-Mail : brigitte.rose@bohlerint.com
3	DONGBEI SPECIAL STEEL GROUP IN (Principal Manufacturer: M/s Fushun Special Steel Co. Ltd, China)	RM. 637, NO.1, DONGTING ROAD, DALIAN FREE TRADE ZONE, CHINA E-Mail : jiajing.wang@dbss.com.cn
4	STAR WIRE (INDIA) LTD.	21/4, MILE STONE, MATHURA ROAD, BALLABGARH (HARYANA) INDIA 121004 Phone No.: 2241263-4,2242263 Fax : 0129-2241265 E-Mail : sanjeevmahajan@starwire.in, foundrymktg@starwire.in
5	METAL RAVNE D.O.O	SI-2390 RAVNE NA KOROSKEM KOROSKA CESTA 14SLOVENIA KOROSKA CESTA 14 SLOVENIA Phone No.: +38628707208 Fax : +38628707221 E-Mail : mgradisnik@metalravne.com