



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

FAX NO: 0091 1334 226462, PHONE NO: 0091 1334 281561

Enq. No. : T/6410/2019/0664C/1

M/s.....

Sub: BHEL-HEEP/OPEN-TENDER (T) / 2019-20

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. : T/6410/2019/0664C/1 TENDER OPENING DATE : 26/08/2019 (26th Aug 2019)			
ITEM CODE	ITEM DESCRIPTION	QTY	DELIVERY SCHEDULE
HW7799912251	HW7799912251 TAPPING COMPOUND /PASTE As per specification STT0102	100KG	17.10.2019

SPECIAL INSTRUCTIONS:

1. Early delivery for is acceptable.
2. Vendor should quote best possible delivery in offer.
3. The total quantity may undergo change at the time of ordering.
4. Specification STT-0102 is enclosed.
5. Vendor to give point wise reply to the enclosed specifications.
6. Vendor to send the product catalogue with offer indicating the product offered.
7. Test Certificate and Guarantee certificate to be provided.

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

It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Tender Fee of Rs. 2,000/- (Rupees two thousand only) in the form of Pay Order / Demand Draft (drawn in favour of 'BHEL HARIDWAR'). However, original Pay Order / Demand Draft is to be submitted with Part-I. **However, if no hard copy of any tender document is required from BHEL and tender documents are directly taken from website(s), no Tender Fee is required to be submitted. EMD Shall be NIL in this case.**

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. A certificate/Udyog Aadhar (UAN) issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs).

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 26.08.2019. Tenders will be received up to 1.45 P.M. on **26.08.2019.** 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 26.08.2019. 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 (vendors not registered with BHEL Haridwar) may please visit our website www.bhel.com for filling up the Supplier Registration Form (SRF) which is to be submitted with part-1 of the offer.

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

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) Version April 2019, Rev: 04** 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.

For this procurement, **Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 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 / WP 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. Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. **All party to provide the Self certificate for local content supplier as per annexure-4 for benefits under Public Procurement (Preference to Make in India).**

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement. (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

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 (Pre-Qualifying 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).
2. BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender documents/offer(s).
3. The **tenders shall be submitted in two parts** in separate envelopes as described below on or before the due date. Supplier Registration Form shall be submitted by unregistered vendors only.

i. Part I - Envelope I

A. Tender Fee (if applicable) enclosed in sub-envelope (a)

Or

Valid certificate/Document towards exemption of Tender fee (applicable for Micro and small Enterprises)

B. Pre-Qualifying Conditions (PQRs) – Annexure-1 enclosed in sub-envelope (b)

C. NDA (Non-Disclosure and Proprietary Information Agreement) – Annex. 3 enclosed in sub-envelope (c)

D. Techno -Commercial Bid (Technical + commercial details) – It should be the copy of Price Bid without the price part- enclosed in sub-envelope (d)

ii. Part II - Envelop II - Price Bid

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

All two envelopes [Envelope I (containing sub-envelopes a, b, c & d) & Envelope II 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).

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 (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 & PQR qualified.
6. Currency exchange rate will be applicable on the date of opening of Part-I for evaluation purpose.
7. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
8. Foreign and Indigenous bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application available on www.bhel.com.
9. **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-1: Pre-Qualifying Conditions (1 Page)

Annexure-2: Technical Specification STTo102 (1 Page)

Annexure-3: NDA (10 Pages)

Indent no.20190664

PRE QUALIFYING CONDITIONS

1. Vendor should be original manufacturer /dealer/supplier/distributor of Tapping paste/compound.
2. Tapping Paste/Compound supplied/dealt by vendor should be standard product of original manufacturer.
3. Product catalogue of original manufacturer showing Tapping Paste/compound as standard product should be submitted.

Only Vendors complying all above conditions should quote.


08/5/18
(Swapam Sankar)


18-05-19
E2/TTX
(Deepak Kumar)

दिनांक एवं हस्ताक्षर SIGN & DATE		Technical Specification for TAPPING COMPOUND/PASTE				STT-0102																																																																																					
		Annexure-2				पृष्ठ का Page 1 of 1																																																																																					
SUPERSEDES INVENTORY NO.		Requirement				Vendor confirmation/Remarks																																																																																					
		1.0 Purpose: Tapping compound/paste shall be used to increase the life of taps, provide better thread finish and improve productivity during tapping operation.				Vendor to confirm																																																																																					
समग्री सूची संख्या को अधिपत्रित करता है		2.0 Features/Properties:																																																																																									
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		2.1 It should be water miscible containing chemical & extreme pressure lubricant in paste form.				Vendor to confirm																																																																																					
		2.2 It should be possible to apply it directly to the tap by brushing or dipping.				Vendor to confirm																																																																																					
		2.3 It should provide good lubricity during tapping to eliminate chip welding, tap burning resulting to tap breakage.				Vendor to confirm																																																																																					
		2.4 It should be suitable for tapping on cast steels, alloy steels, stainless steel & nickel alloys etc.				Vendor to confirm																																																																																					
		2.5 The paste should be easy to clean after use by water or compressed air and should not harden to dry solid residue.				Vendor to confirm																																																																																					
		2.6 It should be possible to store it in its container at normal shop ambient/temperature conditions & should not require controlled temperature conditions for storage.				Vendor to confirm																																																																																					
		2.7 It should not be harmful to the operator carrying out the tapping operation.				Vendor to confirm																																																																																					
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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

(14)

- 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.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:



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EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____**(Name of Vendor)**

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

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 :

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EXHIBIT 2

to the
NON-DISCLOSURE AGREEMENT

between

_____ (Name of Vendor)

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information
under this Agreement:

For (Name of Vendor)

(Name of Person)

Tel.

Fax

Address.

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