



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
பாரதமிகுமின் நிறுவனம்
BOILER AUXILIARIES PLANT,
Indira Gandhi Industrial Complex,
RANIPET- 632 406 (Tamil Nadu)

Ph: 04172- 284030, 284158,241170
Email: bsmanian@bhel.in
ssvasan@bhel.in

Tender NO: 661001E

Dt.10.01.2022

Annexure-A (TO BE FILLED , SCANNED & UPLOADED in e procurement site)

CHECK-LIST FOR COVER -I (MSME/EMD)			
S.No	Description - Details to be Filled by the Vendor		
1	<u>Name of the Vendor with Office Address</u>		
2	<u>Address for Communication</u>		
3	<u>Contacts with Designation</u>		
	1.Name:	Mobile Number:	
	2.Name:	Mobile Number:	
	E-Mail ID :		
4	Declare the Value of Immovable property of the Proprietor/Partners/Board of Directors in Lakh		
5	Distance of the vendor works from BHEL Ranipet in Kilometers		
6	Vendor Registration Status with BHEL Ranipet (Mark ✓)	New Firm	Already Registered
7	Indicate Vendor Code -If your Firm is already registered in Outsourcing Department, BHEL, Ranipet or Indicate Reference Code as NEW -If your Firm is New and not registered in Outsourcing Department, BHEL, Ranipet		
8	Whether your firm falls under MSME (Please put tick mark)	Micro/Small/Medium/Others	
9	If yes, enclose the relevant documents as proof	YES / NO	
10	PAN Number		
11	EMD Details (To be submitted by Non MSE Vendor/Medium category vendor) :		
	Demand Draft Number....., Date , Value Rs.2.00 Lakh		
	Bank Name....., Branch.....		

Signature of Authorized person with seal



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Annexure-B (TO BE FILLED , SCANNED & UPLOADED in e procurement site)
Along with Land document/Lease doc with EC for 20 years .Partnership & PVT limited firms
to submit requisite documents as called for 11a,11b & 12

CHECK-LIST FOR COVER -II (Techno Commercial Bid)		
S.No	Description - Details to be Filled by the Vendor	
1	Name of the Vendor with Office Address	
2	Vendor Code / Vendor Reference Code	
3	Offer Reference	
4	Firms Capacity to be spared to BHEL Jobs for Fabrication/Machining - In terms of Metric Ton per Month	
5	Signed in Technical Bid (Annexure-C) for Each Group quoted in this tender (without Price)	YES / NO
6	Signed in Standard Commercial Terms & Conditions format given as Annexure-E	YES / NO
7	Manufacturing Facilities Available with Firm as per format given in Annexure-F.	YES / NO
8	Integrity Pact as per Annexure-H	YES / NO
9	Affidavit in Stamp Paper value Rs.100 as per Annexure-I	YES / NO
10	Own land - Document copy with / Lease Land - Copy of Registered Lease Agreement for 3 Year period. Encumbrance Certificate covering past 20 years for Own/Lease land	YES / NO
11a	Documents to be enclosed for Partnership Firm – Self Attested Copies	
	i) Latest Form- A, issued after 01.04.2021.	YES / NO
	ii) Partnership Deed Copy (AT WILL).	YES / NO
11b	Documents to be enclosed for Limited Firm (Private Firm) – Self Attested Copies	
	i) Latest resolution by Board of Directors.	YES / NO
	ii) Memorandum of Article of Association.	YES / NO
	iii) Company's Affidavit for existence	YES / NO
	iv) Latest Annual Report.	YES / NO
	v) Directors Share details	YES / NO
12	Power of Attorney if required as per Annexure-J	YES / NO
13	Vendor Registration Form given as Annexure-K along with all necessary documents (For New Firm)	YES / NO
	We have gone through all the terms and conditions of the tender and fully understood all the technical and commercial requirements and quoted for the tender without taking any deviation.	
	Signature of Authorized person with seal	



Bharat Heavy Electrical Limited
Outsourcing Department
Ranipet - 632406

ANNEXURE - E (TO BE FILLED , SCANNED & UPLOADED in e procurement site)

STANDARD COMMERCIAL TERMS & CONDITIONS

[FORMAT TO BE SUBMITTED BY THE SUPPLIER ALONG WITH TECHNICAL BID IN COVER II]

Tender No.661001E

Dt.10.01.2022

Vendor Name with Code:

S No.	BHEL Standard Commercial Conditions
01	Terms of Delivery: FOR Destination FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight Charges are in Supplier's scope i.e. included in the quoted prices. Freight charges includes Materials collection from BHEL, Ranipet and return of finished components to BHEL, Ranipet are in vendors scope].
02	Delivery Period: Three Month from PO date/last material clearance date including further materials, whichever is later. However actual delivery shall be fixed by BHEL for each PO on project requirement and product lead time.
03	Liquidated Damages: BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10%. Delivery for purpose of L.D, will be reckoned as the date of clearance of the items for dispatch by BHEL. Supplier should quote a definite delivery period and any delay in delivery will attract penalty.
04	Terms of payment: Payment will be made within 45 days for MSE vendors and within 90 days for Non MSE vendors after receipt of valid invoices supported by full set of necessary documents at Finance in accordance with CL. 20.0 of Section II.
05	Bank Guarantee: Bank Guarantee for the value Rs.5 Lakh specified in the tender is to be submitted immediately after finalisation of the contract in the format provided by BHEL .
06	Risk Purchase: Alternatively, the BHEL at his option will be entitled the contract and to manufacture elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause.
07	Price Validity: One Year from the date of finalisation of Annual Rate Contract, however the validity date of the offer is 180 days from the date of tender opening for ordering.
08	For firms located within Tamilnadu: GST @12% (CGST-6% and SGST-6%) is applicable and the amount is Cenvatable. GST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period. For firms located other than Tamilnadu: IGST @12% is applicable and the amount is Cenvatable. IGST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.

We agree for all the above commercial conditions without any deviation and also certify that there is no deviation in any of the Terms and conditions of this tender.

Vendor Signature with Firm's Seal



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Annexure-F (TO BE FILLED , SCANNED & UPLOADED in e procurement site)

Manufacturing Facilities Available with Firm for LDPP

Vendor code

S.NO	DETAILS / REQUIREMENTS	VENDOR CONFORMANCE /RESPONSE
General Information about Firm		
1	Name & Address of Firm	
2	Bank Account Number and Name of the Bank	
3	Proprietor/Partnership/Limited company	
4	Name of Proprietor/Partners/Director with Age and Contact Number	
5	Educational & Technical qualifications of Proprietor/partners	
6	Educational & Technical qualifications of Supervisors	
7	Number of in house Quality Inspectors, Manpower details with Educational Details	
8	Availability of qualified NDT personnel	
9	Availability of computer with Internet access	
10	ISO 9001 certification :	
11	GST No.:	
Mandatory General facilities		
12	Electrical power availability (EB) in KW - Minimum 15 Kw	
13	Copy of EB Service Card with power rating	
14a	Land area, own/Lease (title deed with encumbrance certificate) to be furnished (If lease, lease should be minimum for a period of 3 years on the date of Tender opening)	
14b	Minimum land area of 0.3 Acre required if quoted for the following 6 categories. 1) HF, 2) HF_HM, 3) HF_LM, 4) HF_SPL, 5) WELD_SPL, 6) FAB_MACH_SPL	
15	Encumbrance Certificate for 20 years for land to be attached	
16	Availability of approach road	
17	Covered Area (concrete/ Asbestos) in Sq.ft - Minimum 1000 Sq.Ft	
18	Compliance of Statutory requirements such as Insurance, ESI and PF facility for employees, Safety requirements, Non usage of Child labour, License from Government Agency(Inspectory of Factories)..etc	YES /NO

Facilities available with Firm		
19	Availability of alternate power source (Diesel /inverter) Indicate the capacity	
20	Concrete platform inside covered area in Sq.ft	
21	Hydraulic/Mechanical press/ shearing machine (Indicate capacity in MT)	
22	Welding Generator / Rectifier /transformer 400 A(Make)/ CO2 weld equipment : No of sets	
23	Electrode Baking Oven upto 500 degree c (preferably 600 degree c) & Thermal Flask 200 degree C	
24	Pug Cutting machine with Accessories : No of sets	
25	Hand Gas cutting Set : No of sets	
26	Pedestal grinder : No of sets	
27	HD angle grinder (Heavy Duty) : No of sets	
28	Portable HD Drilling	
29	Portable Drilling Machine 32mm	
30	Pillar Drilling Machine 35mm	
31	Radial Drilling Machine with size	
32	Screw Fly press 10MT	
33	Jim Screw or press brake	
34	Plate Rolling machine capacity (width & thickness) in mm	
35	Movable A frame (on rail)with movable chain pulley Capacity	
36	Mobile crane 10 MT capacity either self owned or on hire basis	
37	Hydraulic Jack 5 MT	
38	Welding cable 100 Mtr . Set	
39	Drill bits upto 32mm , Tap set M6-M24	
40	Calibrated Measuring Instruments	
41	Availability of level bed (Flatness 1mm)	
42	Availability of straight edge (4 inch aluminium channel of 3 meter)	
43	Availability of bending machine width & thickness	
44	Availability of shearing machine : Max Thickness & Width in mm	
45	Availability of power saw	
46	Availability of Lathe with size - Maximum Dia to be held and Length of Bed	
47	Availability of Horizontal Boring Machine - Spindle size and Table size	

48	Availability of Vertical Turning Lathe (VTL) with size - Table size	
49	Availability of Milling Machine - Spindle size and Table size	
50	Availability of CNC Machines with Capacity	
51	Availability of VMC / Plano Milling - Table size	
52	Availability of Grinding Machines - Surface Grinding, Cylindrical Grinding etc..	
53	Special Machines	
<p>I/We certify that the details furnished above is true and correct and also the required manufacturing facilities indicated in the Technical Bid -Annexure-C is available with us.</p> <p style="text-align: center;"><u>Signature of the Vendor with Firm Seal</u></p>		

(TO BE FILLED , SCANNED & UPLOADED in e procurement site)

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender NO: 661001E Annual Rate Contract for the year 2022-23 for Machining / Fabrication / Chrome Plating / Nitriding / Assembly of jobs for Boiler Auxiliaries components like APH (Air-Pre Heater), ESP (Electrostatic Precipitators), FANs (Industrial Fans), G&D (Gates and Dampers), Chimney, Bunkers, CHP(Coal Handling Plant), AHP(Ash Handling Plants), WEG(Wind Electric Generator), Desalination, Fabric Filters etc..in accordance with the Technical Specification/BHEL Engineering Drawings/Quality Documents out of materials/components to be supplied by BHEL/Ranipet as free issue .The other details of the conditions of the Enquiry are given below.** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles..

1.1.1 No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept* for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1, 1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any

other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____

(Name & Address) _____

ANNEXURE – I (TO BE FILLED, SCANNED & UPLOADED in e procurement site)

AFFIDAVIT

I/We M/sdo hereby undertake the following

01. We have not been put on hold, suspended, delisted, banned or black listed by any of the BHEL units
02. We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to any manufacturing related activity during last 5 years.

03. Tick which ever is applicable

- i) ☐ One or more partners/directors/proprietor of us DO HAVE a relation or relations employed in the capacity of an officer of BHEL. The details are given below

Name:-

Staff.No:-

Designation:-

Department:-

(or)

- ii) ☐ One or more partners/directors/proprietor of us DO NOT HAVE a relation or relations employed in the capacity of an officer of BHEL. Concealing the above information, & if found by BHEL, BHEL may cancel the contract & forfeit EMD/Bank Guarantee forthwith.

04. All scope, Terms, conditions, annexures, technical/operational requirements of BHEL read understood, accepted without any deviation and then submitted offer unconditionally.

05. In case it comes to notice of BHEL during the finalization of Tender/after placement of contract and while executing the contract that vendor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents/certificates, fake certificated or any information prejudicial to BHEL's interest, BHEL will suspend the business with the vendor at any stage and the EMD/Bank Guarantee will be forfeited.

06. I/We undertake that the required Bank Guarantee will be submitted within 15 Days of finalization of the contract, else non submission of BG can be treated as "not honoring his own offer or any of the condition" stated/agreed in the tender and declared fit for taking penal action by BHEL as per "suspension of Business dealings vide Clause R of section IV" against me/us.

07. I/We declare and certify that % of local content as defined in Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT is _____%.

Signature of authorized person with Seal

(if required to be filled, scanned and uploaded in e procurement site or not required to be submitted)

[to be printed on stamp paper of Rs. 20]

KNOW ALL MEN BY THESE PRESENTS that, I,
 _____ (**name of the person authorizing the other person**) have been authorised by _____ (refer to the persons/Board of Directors as the case may be vide _____
dated _____ (**refer to the authorizing documents**), inter alia, to submit bid, quote price, submit documents, negotiate and execute contracts and do all acts and in deed in relation to the said acts in the name of and for and on behalf of M/s _____ (hereinafter “Principal”).

I consider it is necessary and expedient to appoint _____

_____ (**Name, Designation/Related as, Residential Address**), to be my Attorney for me and in my name to do the following acts on behalf of the Principal, namely:

1. To receive Notice Inviting Tender/ Enquiry or any other document from or in relation to Bharat Heavy Electricals Limited, Ranipet (“BHEL”).
2. To submit bids, clarifications, quotations, prices, drawings, documents, or any other information in relation to the above;
3. To negotiate and execute contracts with BHEL.
4. To respond to queries or request for clarifications from BHEL and furnish documents in support of such response.
5. To do all acts, deeds and things which are necessary for the above acts or incidental thereto.

-/ Page 2 /-

I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by ~~me~~.
 _____ (the principal)

IN WITNESS whereof I sign and execute this Power of Attorney on this _____ day of
 _____ 2022 at _____.

(Signature and Seal of the Principal)
With Land-line, Mobile, email, Address

=====

The Stamp size photo and specimen signature of the Attorney

Affix Photo here

Specimen signature of the Attorney

=====

SIGNED and delivered by the above named _____
 (Principal) in the presence of _____ (*Name of Witness*),
 _____ (*address of witness*).

(Signature and Seal of the Witness)

=====

Signature & Seal of the Notary

=====

[Note:

1. *In case of a company, the Managing Director of the Company shall sign on behalf of the Principal. The company's common seal shall also be affixed in the power of attorney*
2. *In case of Hindu Undivided Family, karta shall sign on behalf of the HUF.*
3. *In case of a partnership, all the partners of the Firm shall sign and affix seal on behalf of the Principal.*
4. *In case of a proprietorship, the proprietor shall be the Principal.]*



BHARAT HEAVY ELECTRICALS LIMITED
GUIDELINES FOR SUPPLIER REGISTRATION

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020
(Annexure-C)- Annexure K –

(NEW vendor to fill, scan and upload in e procurement sive or others not required to be submitted)

Guidelines for Filling the Supplier Registration Form

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

A. Instructions for filling the Registration Form

- Supplier registration is only through online portal at <https://supplier.bhel.in>.
- All columns in the Registration Form are to be duly filled up. Indicate, '**NIL**'/ '**Not Applicable**', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expeditionary furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- Registration of supplier will be done on the basis of the following criteria depending upon the applicability

SNO	Criteria	Max. Marks	Min. Qualifying Marks	Applicable for
1.	Organizational soundness	50	30	Manufacturers/ EPC Contractors/ Non-Manufacturers/ Subcontractor
2.	Financial information			
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	Total	100	60	

*Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.

- For a document in language other than Hindi/ English, a self-attested Hindi/ English translated document to be attached
- Class 3, Signing & Encryption Digital Signature has to be obtained.

B. List of documents to be uploaded by the prospective Supplier(s) seeking registration with BHEL.

PART-A ORGANISATIONAL SOUNDNESS

SRF Parameters	DOCUMENTS TO BE FURNISHED
2.2 Details of Directors in Case of Private Ltd., One Person Company, Public Ltd. And Partners In Case of Limited Liability Partnership/ Partnership Firms, Office Bearers In Case Of Co-Operative Society, Trustees In Case of Trust, Proprietor in Case of Proprietorship Firm, Karta of HUF	Organization chart
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others	

(NEW vendor to fill, scan and upload in e procurement sire or others not required to be submitted)

Govt. of India Undertaking	NA
State Govt. Undertaking	NA
Public Limited Company/ Private Limited Company	Memorandum of Association, Articles of Association and Certificate of Incorporation
One Person Company	
Limited Liability Partnership	Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)

Partnership Firm	Registered Partnership Deed duly signed by Registrar of Firms
Proprietorship	Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)
Co-Operative Society	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)
Trust	Registered Trust Deed
Others (please specify)	Attach a copy of the relevant Statutory document

3.2 NATURE OF BUSINESS

Manufacturer/ Engg. Consultant/ EPC Contractor/ System Integrator / Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents	Documentary Evidence
Non Manufacturers: Dealer/ Trader*/ Distributor/ Stockist / Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal etc.	Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.
Indian Agents	attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Credit reform etc. & deed of agency agreement)

4.0 REGISTRATION PARTICULARS

4.1	Permanent Account No (PAN)	Scan Copy of Pan Card
4.2	GSTIN	Scan copy of GSTIN Registration Certificate)
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)	<input type="checkbox"/> Udyam Registration Number
4.3.2	MSE Ownership w.r.t. SC/ ST	<ul style="list-style-type: none"> Proprietor: SC/ ST Certificate Partnership Firm: SC/ ST Certificate of partners holding 51% shares & above Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares & above

5.0 OTHER PARTICULARS

(NEW vendor to fill, scan and upload in e procurement sirc or others not required to be submitted)

5.1 IF REGISTERED WITH ANY OF BHEL UNITS	Copy of at least one or more successfully executed purchase orders
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Documentary Evidence
5.3 Whether Supplier is ISO 9001 Certified	ISO 9001 Certificate, approved QMS manual (latest)
5.4 Whether Supplier is ISO 14000 Certified	ISO 14000 Certificate
5.5 Whether Supplier is OHSAS 18000 Certified	OSHAS Certificate
5.6 Experience list	Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached. <i>(Attach performance certificates issued by its customers for successful execution of the contracts)</i>

Part- B FINANCIAL INFORMATION

- Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.
- If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.

Part-C QUALITY SYSTEM

Sl	Parameters	Suggested documents to be furnished
9.1	Incoming Material Control System	System and documentary evidence of control over sub-suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.) at sub supplier works, inspection on receipt
9.2.1	In Process Control	Work instructions/ checklist/ job card & record of process control parameter, log sheets, log book
9.2.2	Control on Outsourced Processes, if applicable	Documentary evidence of control over suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)
9.3	Manufacturing Process/ Testing Procedure Qualification	Copy of Manufacturing process work flow/ Testing Procedure Qualification
9.4	Personnel qualification for cl. 9.3 (above).	Copy of Record of Personnel qualification for critical/ special processes (welding, painting, NDT, heat treatment, etc.)
9.5	Calibration system	Copy of list of instruments & their calibration status(certificate from NABL/ any other Govt. approved & accredited lab) In case of Test Lab accreditation, Certification of own test labs from Govt agencies
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	Copy of procedure
9.7 a	System of Storage, Preservation, Painting & packing	Copy of procedure

(NEW vendor to fill, scan and upload in e procurement site or others not required to be submitted)

9.7 b	Application of 5S	Details of 5S practices/ procedure
9.8	System of Non Conformity Report (NCR) disposition, corrective and preventive action (CAPA)	Copy of System for NCR handling and list of NCRs observed in the last three years along with details of disposition and CAPA.
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	Copy of System for CC handling and list of customer complaints in the last three years along with details of disposition and CAPA.
9.10	HSE measures	Copy of health, safety and environment procedure/ guideline (record of accidents for last three years, environment and health related initiatives).
9.12	Details of sub suppliers, outsourced agency	List of facilities, systems with sub suppliers

PART-D TECHNICAL COMPETENCE

Parameters	(DOCUMENTS TO BE FURNISHED)
Supplier understands the product specification.	e.g. Technical Catalogue
Supplier understands the inspection requirements.	e.g. Inspection Report
Supplier has process capability to achieve the product specification/dimensional requirement.	e.g. Type test report
Supplier has experienced manpower to carry out the job.	e.g. skill matrix of the personnel

**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

amdt. 04 dated 11.12.2020

Annexure-C

PART- A: ORGANISATIONAL SOUNDNESS 1.0 ORGANISATIONAL INFORMATION					
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED:					
1.2 REGISTERED OFFICE ADDRESS 1.3 Address, Contact person & Telephone no for:					
<input type="checkbox"/> WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:					
1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)					
SNO	DESCRIPTION	SIZE & MANUFACTURING STANDARD	WORKS/ DIVISON		
	RANGE	(IS/ DIN/ BS/ ASME etc.) (as per cl 1.3)			
2.0 GENERAL INFORMATION 2.1 DETAILS OF CONTACT PERSON					
FOR ANY CLARIFICATION (S):					
(Name, email id, Tel: Landline, mobile no:)					
2.2 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:					
Name	Gender	% Share of Ownership	PAN	Aadhar No	DIN No. (if applicable)
2.3 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE					
Name of BHEL Employee	Staff Designation	No.& Unit & Department	Relationship		
2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY					
Name of Ex. BHEL Employee	Staff No.& last Designation held	Place of last posting (Unit & Dept.)	Date of leaving Service from	BHEL	
2.5 DETAILS OF FAMILY MEMBERS, RELATED FIRMS, GROUP COMPANIES ETC. REGISTERED WITH BHEL					
Name of The Firm/ Family Member	Nature of Business	Relationship	Item/s for which supplier is registered	Common/ Supplier ID	Unit
3.0 OWNERSHIP INFORMATION					
3.1 TYPE OF OWNERSHIP: Govt./ State/ Pvt./ Co-Operative Society/ Trust/ Others					
3.2 Nature of Business: Manufacturer/ / Engg. Consultant/ EPC Contractor/ System Integrator					
Subcontractor - Machinist / Fabricator/ Non-manufacturer(s)/ Agents					
3.3 Year of Commencement of Business (attach relevant documents)					
4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)					
4.1*	Permanent Account No (PAN) (Mandatory)				
4.2	GSTIN: applicable/ exempted (If applicable give details: State-wise GSTIN: Name of State/ UT: GSTIN: Copy of Registration Certificate)				
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category YES/ NO				
	If yes, provided Udyam Registration Number				
4.3.1	Category as per extant MSME Act Micro/ Small/ Medium				
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished				
4.4*	Registered with GeM - (provide GeM ID) (Mandatory)				

**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)**

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Annexure-C

5.0 OTHER PARTICULARS 5.1 IF REGISTERED WITH ANY OF BHEL UNITS

Name of BHEL unit & Common/ Unit Supplier ID	
Common/ Unit Supplier Identification (ID)Number	
Items for which supplier is registered & its specifications	
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	YES/ NO
5.3 Whether Supplier is ISO 9001 Certified	YES/ NO
5.4 Whether Supplier is ISO 14000 Certified	YES/ NO
5.5 Whether Supplier is OHSAS 18000 Certified	YES/ NO
5.6 Experience List:	
5.7 Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if any? (If Yes, kindly furnish details with latest status on a separate sheet)	YES/ NO

6.0 MANUFACTURING FACILITIES:

6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division (as per cl. 1.)	Description of Machine/Equipment	Quantity	Make & Year of Installation	Remarks

6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Process Outsourced	Name & address of The Company	Description of Machine / Equipment	Remarks

6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE: _____.

6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO

7.0 INSPECTION & TESTING FACILITIES

7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division(as per cl. 1.2)	Description of Facility/ Equipment & Capacity	Nos.	Make & Year of Manufacturing	Last Date of Calibration(With Traceability)

7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Test	Source of Testing	Description of Facility/ Equipment & Capacity	Approval of Equipment/ Process/ Personnel Qualification

Note: In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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Annexure-C

PART- B: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)

1. Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded.

FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
"Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable"					
8.0	Parameter	Year 1	Year 2	Year 3	Year 4
(Years in ascending order, Money value in Rs. Lakhs)					
8.1	NET WORTH (Share Capital + Reserves)				
8.2	LONG TERM DEBT/ LOAN				
8.3	DEBT EQUITY RATIO Long term Debt (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS				
	a) Cash on hand				
	b) Account receivable				
	1 c) Inventories				
	d) Loans and advances				
	e) Other current assets				
	Total				
	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	b) Advances from customers				
	2 c) Other liabilities				
	d) Provisions				
	Total				
	3 QUICK RATIO CA - Inventory {8.5(1)-8.5(1)c}/ Current liability {8.5 (2)}				
8.6	SALES (excluding other income)				
8.7	PROFIT BEFORE TAX				
8.8	Contingent Liabilities				
8.9	Whether the supplier has been referred to BIFR/ NCLT/ any etails) other Govt agency (If YES, enclose d				YES / NO
8.10	Whether the supplier is a potential sic k company.(If YES, enclose details)				YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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Annexure-C

Part C: (QUALITY SYSTEM):

9.0	Parameters	System in effect
		Written Procedure Yes/ No (If Yes, upload document)
9.1	Incoming Material Control System	
9.2.1	In Process Control	
9.2.2	Control on Outsourced Processes, if applicable	
9.3	Manufacturing Process/ Testing Procedure Qualification	
9.4	Personnel qualification for critical processes for cl. 9.3 (above).	
9.5	Calibration system	
9.6	System of Identification & Traceability of materials at incoming stage, during processing and finished goods, tools, jigs, fixtures & processed components, etc.	
9.7 a	System of Storage, Preservation, Painting & packing	
9.7 b	Application of 5S	
9.8	System of Non Conformity Report (NCR) disposition, corrective and preventive action (CAPA)	
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)	
9.10	HSE measures	
9.11	Any other quality initiative/ Quality manual	
9.12	Details of sub suppliers, outsourced agency	

Part D: TECHNICAL COMPETENCE (MARKS SHEET)

Technical competence shall be evaluated in two parts viz. common competence and product/ material category/ item specific competence.

a) COMMON TECHNICAL COMPETENCE

TECHNICAL COMPETENCE (where design specification is given by BHEL)	Marking range	Marking range, if product specific technical competency not required	Marks by BHEL
Supplier understands the product specification.	(0-3)	(0-8)	
Supplier understands the inspection requirements.	(0-2)	(0-5)	
Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)	
Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)	
TOTAL MARKS OUT OF POSSIBLE	10	25	

OR

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amdt. 04 dated 11.12.2020

Annexure-C

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL
Design capability	(0-3)	(0-8)						
Adequacy of quality assurance plan	(0-2)	(0-5)						
Process capability for components	(0-3)	(0-8)						
Adequacy of testing facilities	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE	10	25						
Average of Total (Total/3) = -----								

b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE

(Max. marks 15)

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameter depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

Product:

S.no	Mat. category/ item	Tech Parameter	Supplier's response with relevant documents	Remarks

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.

(To be executed on Non-judicial Stamp Paper for an appropriate value Rs 100/-
To be stamped as an agreement)

(For Suppliers on Unit's/Division's PMD)

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20__ (“Effective Date”) by and between
M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”,
Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be
referred to as “BHEL” or “the Company”).

And

M/s _____ (address) _____
represented by authorized representative Sri _____ (herein after
referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be
collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing,
commissioning and servicing of a wide range of products, systems and services for the core sectors
of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas
and Defence and providing associated services to varied customers in relation to which BHEL/its
affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be
placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as
is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to
time and the Supplier understands and acknowledges that such Technical Information is valuable for
the Company and as such is willing to protect confidentiality of such information, subject to the
terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and
agreements hereinafter set forth, the Parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed
to the said term in this clause.

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
 - B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
 - C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may

- hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.
- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or subcontractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.
- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.

- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ----- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ---- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian

thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9(f) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

- a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract (or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/InCharge of the Unit/Division/Region.

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- (**Insert the name of the city/town of the concerned Unit/Division**).

d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----(**insert the name of the place where the Unit/Division is located**)

SIGNATURE

WITNESSES

1

1. Name
Address:

2. Name:
3. Address: