ANNEXURE A
PRE – QUALIFICATION REQUIREMENT (PQR) – OS CONVERSION WITH BHEL MATERIAL AGAINST ENQ 4602000001/24.01.2020

SL NO.	CATEGORY	DOCUMENT PROOFS TO BE ENCLOSED*	BIDDER COMPLIANCE (YES / NO)
1	Bidder shall be fabricator (Non-IBR/IBR) and shall have Owned / Leased land. Own Land: Owned by Partners/Proprietor. Leased Land: Lease period should be valid upto 3 years from the date of enquiry.	Any proof of certification for having registered factory, documents viz. factory registration certificate, relevant MSE documents etc. Copy of Land Registration / Lease Deed.	
2	Bidder shall be located in and around 350 km of BHEL Trichy complex.	Not applicable. Note: Distance shall be calculated as per Google maps.	
3	Bidder shall have necessary facilities for fabrication ie. Cutting, Machining, pressing, rolling, welding, handling, painting and storage area, as per Annexure to PQR attached.	List of manufacturing, inspection and testing & handling facilities, storage area available to be filled as per Annexure. List of activities available in-house and outsourced shall be provided.	
4	Bidder shall have prior experience in piping fabrication involving Pipes& Fittings / Rolled and welded components and same shall be counted up to 3 years prior to the date of Enquiry.	Reference list containing Customer name, PO ref, PO Date, Size & Quantity, Month and year of their Supplies to be furnished. Latest PO copies, relevant drawings /MTC and despatch details.	
5	Bidder must have made financial turnover of minimum Rs. 30 lakhs during any one of the financial years in past 3 years.	Audited balance sheet and audited Profit & Loss account for the last three financial years [2016-17, 2017-18, 2018-19] Only audited reports shall be considered.	

Note: -

***Supporting documents to be enclosed without fail.**

i. Bids fulfilling the above criteria will be considered for further techno-commercial evaluation.
ii. Only techno-commercially accepted will be considered for price bid opening.
iii. For Startups and MSE vendors, Annual Financial Turnover criteria (Sl. No: 5 above) is relaxed to Rs 15 Lakhs, during any of the Financial year in the past 3 years.
Relaxation is subject to vendors meeting technical and quality criteria.

iv. Vendors proposing to avail relaxation in Financial criteria as above need to submit necessary document proof along with Pre-Qualification bid.

a) Startups - Certificate of Recognition by Department of Industrial Policy & Promotion

b) MSE - UAM No. (Printed copy of UAM No) for MSE registration along with CA certificate

v. Indigenous vendors referred to BIFR or Firms having strictures / hold by any other Government agencies will not be considered.

IMPORTANT INSTRUCTIONS	
1	BHEL may at its discretion visit the firm for spot evaluation & approval of the firm if felt necessary
2	All the documents as mentioned above are to be mandatorily submitted by the vendors.
3	Original documents are subjected to verification, during Spot visit.
3	Vendors banned / declared / notified by BHEL as defaulters are not eligible to quote. Offers if any received from such vendors shall be rejected.

DECLARATION	
1	We declare that details furnished by us are correct and the machineries/equipment are available in working condition.
2	I understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information or unethical, our firm is liable to be banned across BHEL.

Name of the contact person	
Name of the Firm	
Works Address	
Contact Number	
Email ID	

SIGNATURE OF THE AUTHORISED PERSON WITH SEAL

- Authorized person for participating in Reverse Auction:

S.No	Vendor Name & Address	Authorized person Name	Contact details
			Mobile No : Landline No: FAX No : Email :

Fabrication Of Piping & Piping Components through Conversion Using BHEL Material Enquiry No : 4602000001/24.01.2020 on Framework Agreement basis		
Annexure-B Techno Commercial Offer		
S.No	**BHEL Requirement**	**Acceptance/Remarks**
A	Vendors quotation no	
B	Vendors quotation date	
C	Vendor name	
1	**Scope of Supply** Fabrication Of Piping & Piping Components through Conversion Using BHEL Material	
2	Meeting relevant technical requirements of the Terms & Conditions as per NIT	
3	Compliance to Quality requirements as per NIT	
4	**Rate :** Quoted rate shall be for the fabrication work, testing, trial assembly etc. as per Drawing / QWI / PO, inclusive of transport charges for collection of raw material from Stores / BHEL Trichy/Thirumayam (including multiple collections) and dispatch of finished goods to Shipping / BHEL / Trichy/Thirumayam (including multiple despatches).	
5	Taxes (GST) applicable % will be extra (at actuals). Pl clearly indicate the GST % applicable	
6	Acceptance to Pre-fixed supplementary rates as per NIT	
7	Offcuts [as per standard norms of BHEL] are to be returned to BHEL, trichy stores by the vendor at his cost. If offcuts are not returned to BHEL then cost of the material as per BHEL prevailing rates inclusive of taxes & duties (as per norms) will be recovered from the vendor.	
8	Cost of scrap [as per BHEL approved cutting plan] shall be recovered from the vendor at BHEL 's applicable rates.	
9	Scope of work/manufacturing process is indicative only and not exhaustive	
10	Cutting plan should be submitted to BHEL for approval. Cutting / machining allowance will be as per BHEL standard practice.	
11	Tender processing - Evaluation to Finalization of FA as per NIT	
12	Splitting up of quantity and loading	
13	Delivery time of as per NIT	
14	Liquidated Damages 0.5% of the value on the PO line item for each week of delay or part there of subject to Max 10% of the PO value.	
15	Validity of offer 90 days from Part 1 bid opening. Framework agreeement shall be valid for a period of 12 months from the date of signing of FA.	
16	**Payment terms -** For NON-IBR PGMAS -100% payment shall be made after 60 days against invoices For IBR PGMAS 85% payment shall be made after 60 days against invoices .Balance 15% after submission of documents	
17	Revolving Bank Guarantee - 50 % of material value as per NIT	
18	Intergrity Pact To be duly signed and submitted	
19	Submission of certificates / documents as required by BHEL	
20	Capacity to execute in Tonnage per Month - Pl Enter MT per Month	
21	Bidder shall have requisite man power for fabrication of the tendered items	
22	Acceptance for Participation in Reverse Auction	
23	DEVIATION ON TENDER TERMS are not acceptable.	
24	Acceptance to Cost and Risk as per terms of NIT	
25	Confirm if MSE preference is applicable. If preference is applicable, supporting document as required in NIT shall be submitted.	
26	General note- Any disparity to terms indicated above, Annexures to NIT and bidders offer, only the agreed terms and conditions above / Annexure shall stand valid. Bidders terms and conditions which are in conflict will be ignored and will not be taken into consideration by BHEL.	

Signature of Authorized person with seal

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL

Bank Guarantee No:

Date:

NAME OF ISSUING BANK

& ADDRESSES OF THE BENEFICIARY
NAME OF ISSUING BANK

& ADDRESS
BANK EMAIL ID:`
BANK PHONE NO:
SFMS Serial No* :
AUTHORISED SIGNATORIES CELL PHONE NO:
BANK FAX NO:
IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited[1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ________________________[1] through its Unit at…………………..(name of the Unit) having awarded to……………………..[2] (Name of the Vendor / Contractor / Supplier) **(VENDOR CODE)**, with its registered office at_________[2] (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref No……………………dated …………………………………………….[3]valued at Rs…………(Rupees ------------------------)/FC………………(in words………..) for ………………………..[4](hereinafter called the 'Contract')

AND WHEREAS the Employer having agreed as per the terms and conditions of the Contract to supply free issue materials for the manufacture/fabrication of the equipment at the 'Contractor/Supplier/Fabricator's' site on furnishing of a Bank Guarantee for Rs.___________________ (Rupees…………..)[5] in the manner hereinafter specified for the due safeguard of the free issue material,

2. we, …………………, (hereinafter referred to as the Bank), having registered/Head office at ……………. and inter alia a branch at ………… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs -------------------- (Rupees -----------------------) without any demur, merely on a demand from the Employer and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________ _________________________.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the 'Contractor/Supplier/Fabricator in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the 'Contractor/Supplier/Fabricator' shall have no claim against us for making such payment.

6. We the ……………………Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the reconciliation of the free issue material has been carried out and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We …………….. Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 'Contractor/Supplier/Fabricator' from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier/Fabricator and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said 'Contractor/Supplier/Fabricator' or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Contractor/Supplier/Fabricator' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

9. This Guarantee shall remain in force upto and including…………………………….. [6] and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the **claim period last date** we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli/Chennai.

13. We, ……………… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed………………………… [5]

b) This Guarantee shall be valid up to ……………..[6]

c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date [7] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____________ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated……………….

Place of Issue……………….

[1] *NAME AND ADDRESS OF THE EMPLOER. i.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER AND VENDOR CODE ASSIGNED BY BHEL . .*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *PROJECT/SUPPLY DETAILS AND CONTRACT VALUE*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE (**dd /mmm /yyyy)***

[7] *DATE OF EXPIRY OF CLAIM PERIOD (**dd /mmm /yyyy)***

*** Structured Financial Messaging System (SFMS**) has been/ is being implemented by the Banks as per the Ministry of Finance's instructions for Sending and receiving Bank Guarantee and also Inland Letter of Credit Instruments. The SFMS provides a platform for secure communication within the Bank and between Banks. As such, SFMS can prove to be an excellent IT enabled platform for getting secure confirmations from the Banks in respect of Bank Guarantees issued in favor of BHEL.

List of Consortium Banks

Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	**Sl. No**	**Private banks**
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	**Sl. No**	**Foreign banks**
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

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 4602000001/24.01.2020 FABRICATION OF PIPING & PIPING COMPONENTS THROUGH CONVERSION USING BHEL MATERIAL on an Annual Framework agreement basis. 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 IPC/ PC 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 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.

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 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 /Sub-contractors

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.

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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD. BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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.

S MEERTHIKA

Digitally signed by S MEERTHIKA
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=PIPING CENTRE,CHENNAI, postalCode=600 017, st=Tamil Nadu, 2.5.4.20=d984460ec13ec6470e4fc11 2518929331b280159dff46d5fbf39d5 01972e2716, cn=S MEERTHIKA
Date: 2019.09.21 16:39:12 +05'30'

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For & On behalf of the Principal   For & On behalf of the Bidder/ Contractor

(Office Seal)   (Office Seal)

Place-CHENNAI---------------------

Date-27.01.2020---------------------

Witness: ____________________   Witness: ____________________

(Name & Address) ____________   (Name & Address)____________

____________________________   ____________________________

BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ____________________, on behalf of the _________________ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ________________, this ____ day of _____, 20__.

Name

Company

Signature

FABRICATION OF PIPING & PIPING COMPONENTS
THROUGH CONVERSION USING BHEL MATERIAL - OPEN TENDER
ANNEXURE F - ENQ- 4602000001/24.01.2020

Declaration by the Vendor

FIRM NAME & ADDRESS:

DECLARATION:

I / We M/s. ………………………………………………………………………….. do hereby undertake the following:

1) I/We declare that I/We have not been presently put on hold, banned or black-listed by any of the BHEL units

2) I/We declare that I/We have read and understood all the terms & conditions specified under this NIT and Annexures & Sections forming part of the tender to be signed with BHEL and agree to abide by the terms & conditions. It is confirmed that I/we have not taken any deviation to any of the terms & conditions as mentioned in the NIT

3) I/We accept to the terms and conditions of this NIT and upload the mandatory documents forming part of Part-I bid evaluation process as required by BHEL.

4) I/We declare that I/We have not been booked by CBI and/or indicted by a court of law in any criminal case during last 5 years.

5) I/We have understood that, by submitting the duly signed Annexures/ Sections against this tender enquiry, it is presumed by BHEL that our firm is accepting all tender terms & conditions including all the Annexures & Sections of this Tender enquiry.

6) I / We declare that the rates are quoted in the E Procurement website https://bhel.abcprocure.com/ after having fully read and understood the enquiry terms and conditions. The quoted rates are correct to the best of my knowledge. I / We have understood that NO Corrections or Revisions in the above quoted rates will be accepted after the Tender Opening Date.

7) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above, we fully understand BHEL shall have the right to reject the offers and the decision of BHEL in this regard will be final and binding on us.

8) I/ We are aware that, in case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that we have given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, action shall be taken against us under the BHEL guidelines for suspension of business dealings.

Signature of Authorized person with seal

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .... as per MSMED Act 2006 is as follows:

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

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

BHARAT HEAVY ELECTRICALS LIMITED PIPING CENTRE CHENNAI OUTSOURCING								
ANNEXURE H - GST DETAILS								
Vendor's Name	**Vendor's code**	**Updated Phone No.**	**Updated E-mail Id, if any**	**PAN of the Business**	**GSTIN No.**	**GST %**	**Application reference number (ARN)**	**HSN Code / SAC Code**

Note:

Kindly fill the details as per above requirement.

After filling the details, kindly upload the same in EPS.

HSN: Harmonized System of Nomenclature

SAC : Services Accounting Code