



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

பாரதமிகுமின் நிறுவனம்

BOILER AUXILIARIES PLANT,

Indira Gandhi Industrial Complex,

RANIPET- 632 406 (Tamil Nadu)

Ph: 04172-284158, 284030, 241170

Email: bsmanian@bhel.in

ssvasan@bhel.in

Tender NO: 658014E

Dt.16/09/19

Annexure-A

CHECK-LIST FOR COVER -I (MSME/EMD)

S.No	Description - Details to be Filled by the Vendor
1	Name of the Vendor with Office Address
2	Address for Communication
3	Contacts with Designation
	1.Name: Mobile Number:
	2.Name: Mobile Number:
	E-Mail ID :
	Tender Quoted for the Item (Mark v) :
	RS 54AA - Fabrication
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 v)
	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 NSIC / MSME
	YES / NO
9	If yes, enclose the relevant documents as proof
	YES / NO
10	PAN Number
11	EMD Details (To be submitted by Non MSME Vendor) :
	Demand Draft Number....., Date , Value Rs.2.00 Lakh
	Bank Name....., Branch.....

Signature of Authorized person with seal



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Tender NO: **658014E**

Dt.16.09.2019

Annexure-B

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 - In terms of Metric Ton per Month	
5	Signed in Technical Bid given as Annexure-C	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-FH.	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 / Lease Land - Self attested Copy of Lease Agreement for 3 Year period.	YES / NO
11a	Documents to be enclosed for Partnership Firm – Self Attested Copies	
	i) Latest Form- A, issued after 01.04.2019.	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
14	Details of any other Miscellaneous supporting document attached	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 Vendor with seal

Annexure-C			
Technical Bid			
BHEL: ENQ.No. : 658014E		Offer Ref :	
Enq. Dated. : 16.09.2019		Offer Date:	
Due on : 09.10.2019		Offer is Valid upto:	One Year
A	Name & Address of the Firm		Vendor Code
B	Description & Drg.No	Qty(MT)	Indicate BHEL PO/IP Number of the Previous Order if any
1	Complete Manufacture of casing walls Hopper Walls, Roof Panels , Gable Top/middle/bottom ,insulator pannels etc from raw materials/components supplied from BHEL. Vendor scope includes collection of raw materials from BHEL (single/multiple) and delivery of finished goods to BHEL shipping . All the terms and conditions applicable for OS-MAIN-ARC 2018-19 shall be applied to this tender .	12768	
C	Scope of Work:- As per scope given in Section III		
D	Payment term:	100% after IR,DC within 45 days for MSME vendors, for others in 90 days.	
E	Aspects		Vendor Confirmation
E1	All the requisite manufacturing Machines, Equipments, Tools & Accessories, consumables, Safety Equipments and accessories to Labour will be made available at the manufacturing site.		YES/NO
E2	Delivery Period: 90 Days from P.O date /Last material clearance date including further materials which ever is later.		YES/NO
E3	Submission of Bank Guarantee in BHEL pre-printed format for 10 Lakhs before release of PO is acceptable		YES/NO
E4	Eligibility criteria as per Annexure-FH is met.		YES/NO
E5	Commercial Terms and Conditions as per Annexure-E is acceptable		YES/NO
E6	All other terms and conditions of NIT and OS-MAIN-ARC 2018-19 is acceptable for this contract also.		YES/NO

Annexure D		
BHEL: ENQ.No. : 658014E		Enquiry Dated 16/09/2019
Offer is Valid upto:		One Year
A	Name & Address of the Firm	Vendor Code
B	Description & Drg.No	Estimated Qty(MT) Rate per MT in Rs.
1	Complete Manufacture of casing walls Hopper Walls, Roof Panels , Gable Top/middle/bottom ,insulator pannels etc from raw materials/components supplied from BHEL. Vendor scope includes collection of raw materials from BHEL (single/multiple) and delivery of finished goods to BHEL shipping . All the terms and conditions applicable for OS-MAIN-ARC 2018-19 shall be applied to this tender .	12768
C	Scope of Work:- As per scope given in Section III of NIT	
D	Payment term:	100% after IR,DC within 45 days for MSME vendors.
E	Aspects	
E1	All the requisite manufacturing Machines, Equipments, Tools & Accessories, consumables, Safety Equipments and accessories to Labour will be made available at the manufacturing site.	
E2	Delivery Period: 90 Days from P.O date /Last material clearance date including further materials which ever is later.	
E3	Submission of Bank Guarantee in BHEL pre-printed format for 10 Lakhs before release of PO is acceptable	
E4	Eligibility criteria as per Annexure-FH is met.	
E5	Commercial Terms and Conditions as per Annexure-E is acceptable	
E6	All other terms and conditions of NIT and OS-MAIN-ARC 2018-19 is acceptable for this contract also.	
<p style="text-align: center;">Date</p> <p style="text-align: right;">Signature of Vendor with Seal</p>		



Bharat Heavy Electrical Limited
Outsourcing Department
Ranipet - 632406

ANNEXURE - E
STANDARD COMMERCIAL TERMS & CONDITIONS
[FORMAT TO BE SUBMITTED BY THE SUPPLIER ALONG WITH TECHNICAL BID IN COVER II]

Tender No. 658014E

Dt.16.09.2019

Vendor Name with Code:

S No.	BHEL Standard Commercial Conditions
1	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 MSME vendors and within 90 days for Non MSME vendors after receipt of valid invoices supported by full set of necessary documents at Finance in accordance with CL. 18.0 of Section II.
05	Bank Guarantee: Bank Guarantee for the value specified in the tender (10Lakh) 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	GST For firms located within Tamilnadu: GST @18% (CGST-9% and SGST-9%) 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. GST For firms located other than Tamilnadu: IGST @18% 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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Ph: 04172-284030, 284158 & 241170
Email: bsmanian@bhel.in
ssvasan@bhel.in

Annexure-FH Eligibility Criteria and General Information for RS 54AA Fabrication

**Manufacturing Facilities Available with Firm and other
General Information
(Details to be filled by the Vendor)**

**Vendor Reference code (New vendor, mention as
NEW)**

General Information about Firm

1	Name of Firm	
2	Address : (Full postal address with PIN code)	
3	Authorised Email ID : Phone Number: Mobile Number:	
4	Organisation type : Proprietor/Partnership/Limited company	
5	Name of Proprietor/Partners/Director with Age and Contact Number	
6	Bank Account Number and Name of the Bank	
7	Educational & Technical qualifications of Proprietor/Partners	
8	Compliance of Statutory requirements such as Insurance,ESI and PF facility for employees, Safety requirements, Non usage of Child Labour, License from Government Agency (Inspector of Factories) etc..	YES / NO
9	Excise Duty /VAT Registration No (TIN)/CST No.:	
10	Office Room with facilities like Computer, Printer, Internet access etc.,	
11	Crane to handle 10 MT Job either self owned or on hired basis. Vendor has to give self declaration / confirmation	
12	Monthly Production requirement is 60 MT (Approx), confirm	YES / NO
General Mandatory Facilities Required		
13	Minimum Bank Guarantee to be submitted for signing the contract is Rs.10.00 Lakh, confirm	Agreed / Not Agreed
14	Distance from BHEL, Ranipet shall be within 350KM(Distance Calculation method : Shortest distance in google Maps)	

15	EB Power connection for 50 KW (Min). Please Attach Xerox copy of EB Service for 50 KW in the name of the company.	
16	Land area of the factory - Not less than 1.0 Acre in single location - own or Lease If OWN , Document copy of title deed in owners name with encumbrance certificate to be furnished. If LEASE, Registered lease document for a Period of minimum 3 years from the date of Tender opening.	
17	Covered shed with roof (Concrete/ Truss with Asbestos/ Metallic Sheet) in Sq.ft - Minimum shed size shall be Area 2400 sq.ft.	
18	Welding Gen / Rect /Transformer 400 A/ CO2 weld equipment-Minimum 4sets	
19	Manual Gas Cutting Set with blow pipe: Minimum 2sets	
20	Pug Cutting machine with Accessories : Minimum 2sets	
21	Electrode Baking Oven -1no	
22	Thermal Flask : 2No	
23	Pedestal Grinder: 1No	
24	Angular Grinding Machine : Minimum 2 No	
25	Mechanical / Hydraulic press: Minimum 1 No.	
26	Portable Drilling Machine (Min 25mm): Minimum 1 No	
27	Painting Facility:Compressor with Gun: Minimum 1 Set.	
I/We certify that the details furnished above is true and correct		
<u>Signature of the Vendor with Firm Seal</u>		
	Meeting the Eligibility Criteria	Not Meeting the Eligibility Criteria
Signature of the Assessors		

Annexure G
Certification for MSME

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 forMicro / 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

Tender NO: 658014E

dt.16.09.2019

Annexure-H

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sin 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: 658014E for Complete Manufacture of casing walls Hopper Walls, Roof Panels , Gable Top/middle/bottom ,insulator pannels etc from raw materials/components supplied from BHEL. Vendor scope includes collection of raw materials from BHEL (single/multiple) and delivery of finished goods to BHEL shipping . All the terms and conditions applicable for OS-MAIN-ARC 2018-19 shall be applied to this tender . Fabrication as per BHEL Job Work Order(JWO), blast cleaning & painting as per BHEL engg drawings, quality documents and technical specification and despatch to BHEL-Shipping/Stores or despatch Direct to Site (DTS). 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 (P, 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 CMC), 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)

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

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

Annexure for IEM of Integrity Pact

Enquiry No : OPEN TENDER: 658014E DT 16.09.2019

Items : Outsourcing for Fabrication of Hopper Walls , Casing walls & Roof Panels

The Nominated IEM for IP for the above enquiry is

Mrs Pravin Tripathi, IA & As (Retd) ,
D-243, AnupamGardens , Lane IB,
Neb sarai, SainikFarma,
New Delhi 110 068,
Phone +91 11 29533206/29531715,
e mail pravin.tripathi@gmail.com

ANNEXURE – I

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 with out 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.

Signature of authorized person with Seal

[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 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 /-

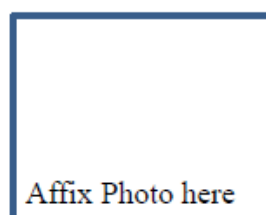
I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by me. _____ (the principal)

IN WITNESS whereof I sign and execute this Power of Attorney on this _____ day of _____ 2019 at _____.

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

=====

The Stamp size photo and specimen signature of the Attorney



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
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)**

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

Date: 26.09.2016

Annexure-C

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

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.
- Expeditious 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.

DECLARATION

(This declaration should be signed by the Proprietor/ Partner/ Director)

I/ Wedeclare and confirm that the information furnished and attachments submitted with the application are true and correct. I/ we are aware that any false information provided herein will result in the rejection of my/ our application for registration. I/ we shall be bound by the acts of the duly authorized signatory, who has signed this application and of any other person, who in the future, may be appointed by us in his place, whether or not an intimation of such changes has been given. I/ we undertake to communicate promptly to BHEL any changes in the conditions or working of the firm.

I/ We.....also give the undertaking that BHEL's drawings & specifications shall not be used in any way detrimental to the interest of BHEL and/ or for supply of any material, product or services directly or indirectly to any other customer.

I/ We.....have read and understood that action can be taken as per extant guidelines for Suspension of Business Dealings with Supplier/ Contractor and Fraud Prevention Policy (*both as available on www.bhel.com*).

I/ Weagree to participate in e-procurement as and when required by BHEL.

Name:

Position:

Date & Place:

Signature along with Office Seal:

- Scanned (Hard/ digitally) copy of declaration signed by the Proprietor/ Partners/ Director and/ or authorized signatory, who has the authority to do so, is to be uploaded.

BHEL Trained & Certified Assessor

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						
Tel: Landline			Fax			
Website						
1.3 Address, Contact person & Telephone no for:						
<ul style="list-style-type: none"> • WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1: • WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2: • • 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 & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON (as per cl 1.3)		
2.0 GENERAL INFORMATION						
2.1 DETAILS OF CHIEF EXECUTIVE:		2.2 DETAILS OF AUTHORISED SIGNATORY ATTACH AUTHORIZATION LETTER)			2.3 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S)	
Name						
Designation						
Aadhar No.						
E-Mail						
Tel: Landline						
Mobile						
Fax						
2.4 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 (Male/ Female)	% Share of Ownership	SC/ ST (Y/ N)	PAN	Aadhar No.	DIN No. (if applicable)



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

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

Date: 26.09.2016

Annexure-C

(Attach organization chart)			
2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.		2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY	
Name of BHEL Employee		Name of Ex. BHEL Employee	
Staff No.& Designation		Staff No.& last Designation held	
Unit & Department		Place of last posting (Unit & Dept.)	
Relationship		Date of leaving Service from BHEL	
3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)			
3.1 OWNERSHIP		DOCUMENTS TO BE FURNISHED	
Govt. Of India Undertaking		-	
State Govt. Undertaking		-	
Public Limited Company		Memorandum of Association, Articles of Association and Certificate of Incorporation	
Private Limited Company			
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	
Any other Statutory document need to carry out business (please specify)			
3.2 Nature of Business			
Tick as applicable:			
<ul style="list-style-type: none"> • Manufacturer / Engg. Consultant/ EPC Contractor/ System Integrator () • Subcontractor - Machinist / Fabricator with free issue of material () • Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) () • Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Creditreform etc. & deed of agency agreement) () 			
*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.			
3.3 Year of Commencement of Business (attach relevant documents)			



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

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

Date: 26.09.2016

amdt. 01 dated 30.08.2017

Annexure-C

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)		
4.1	Permanent Account No (PAN)	
4.2	4.2 GSTIN: Name of State/ UT: State-wise GSTIN: GSTIN: Copy of Registration Certificate	(applicable/ exempted)
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category	YES/ NO
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)	
Documents to be furnished (any one) & (Tick the appropriate)		
<ul style="list-style-type: none"> • Udyog Aadhaar Memorandum & Acknowledgement • Valid NSIC Certificate () • Entrepreneurs Memorandum part II (EM II) certificate (deemed validity of 5 years) () {in case of EM II certificate older than 5 Years, EM II certificate along with attested copy of CA certificate* applicable for the relevant financial year (latest audited)} () <p>* Certificate by Chartered Accountant on letter head as per <i>Annexure-H</i></p>		
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate)	
<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 (DOCUMENTS TO BE FURNISHED)		
5.1 IF REGISTERED WITH ANY OF BHEL UNITS		
Name of BHEL unit		
Common/ Unit Supplier Identification (ID)Number		
Items for which supplier is registered & their specifications (copy of at least one or more successfully executed purchase orders)		
5.1.1 IF ANY OF YOUR SISTER UNIT/ FIRM IS REGISTERED FOR SIMILAR ITEM/S?		
Name of Sister Unit(s) already registered with BHEL		
Common/ Unit Supplier Identification(ID)Number/ Code		
Item/s for which supplier is registered	Item 1	Item 2
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 (Documentary Evidence)	
5.3 Whether Supplier is ISO 9001 Certified	YES/ NO (Certificate)	
5.4 Whether Supplier is ISO 14000 Certified	YES/ NO (Certificate)	
5.5 Whether Supplier is OHSAS 18000 Certified	YES/ NO (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. (Attach performance certificates issued by its customers for successful execution of the contracts)		
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

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

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

In case of space limitation, please enclose annexure / catalogue with tag

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

In case of space limitation enclose annexure/ catalogue with tag

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)

In case of space limitation enclose annexure/ catalogue with tag

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

In case of space limitation enclose annexure/ catalogue with tag

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.

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

1. 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. 2. 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. 3. 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 <u>Long term Debt (8.2)</u> 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				
8.5	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	2 b) Advances from customers				
	c) Other liabilities				
	d) Provisions				
	Total				
8.5	QUICK RATIO <u>CA - Inventory {8.5(1)-</u> 3 <u>8.5(1)c}/</u> 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 other Govt agency (If YES, enclose details)				YES / NO
8.10	Whether the supplier is a potential sick company.(If YES, enclose details)				YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

Part C: (QUALITY SYSTEM):

9.0	Parameters	System in effect (tick if exists & provide evidences if ticked in written procedure)		Records (tick if available & submit evidence)	Remark / Relevant documents to be furnished
		Written Procedure	Practice		
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.)
9.2.1	In Process Control				Work instructions/ checklist/ job card & record of process control parameter
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 processes (welding, painting, NDT etc.)
9.5	Calibration system				Copy of list of instruments & their calibration status(certificate from NABL/ any other Govt. approved & accredited lab)
9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.				Copy of procedure
9.7	System of Storage, Preservation, Painting & packing				Copy of 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	Safety measures				Copy of safety procedure/ guideline & Record of accidents for last three years.
9.11	Any other quality initiative				

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	Supplier to attach supporting documents	Marks by BHEL
Supplier understands the product specification.	(0-3)	(0-8)	e.g. Technical Catalogue	
Supplier understands the inspection requirements.	(0-2)	(0-5)	e.g. Inspection Report	
Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)	e.g. Type test report	
Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)	e.g. skill matrix of the personnel	
TOTAL MARKS OUT OF POSSIBLE	10	25		

OR

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:

SNO	Material 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.

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

1. ORGANISATIONAL SOUNDNESS (for Manufacturers/ EPC Contractors)

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years 2 0-5 years 1	2	
2.	4.1 & 4.2	Whether all relevant information submitted (Evaluation is to be based on available documents)	Yes 5 No 0	5	
3.	5.1	Registered with any of BHEL units	Yes (same item) 2 Yes (another item) 1 No 0	2	
4.	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 2 No 0	2	
5.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
6.	5.4	ISO 14000 Certified	Yes 1 No 0	1	
7.	5.5	OHSAS – 18000 Certified	Yes 1 No 0	1	
8.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
9.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate 4 Substantial 3 Inadequate 0	4	
10.	6.3	Ratio of Outsourced Cost to Total Production Value	<10% 2 10 to 30 % 1 > 30% 0	2	
11.	6.4	Power backup	Yes 1 No 0	1	
12.	7.1	Relevant inspection & Testing Facilities	Adequate 2 Substantial 1 Inadequate 0	2	
13.	7.2	Outsourcing of major testing facility	Yes 0 No 1	1	
TOTAL				25	

ORGANISATIONAL SOUNDNESS (For Non-Manufacturers):

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years 2 0-5 years 1	2	
2.	4.1 & 4.2	Whether all relevant information submitted (Evaluation is to be based on available documents)	Yes 5 No 0	5	
3.	5.1	Registered with any of BHEL units	Yes (same item) 2 Yes (another item) 1 No 0	2	
4.	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 2 No 0	2	
5.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
6.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
TOTAL				13	

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

2. FINANCIAL INFORMATION (for Manufacturers*/ EPC Contractors*):

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	8.1	Growth of Net worth over previous year for last three years (On yearly basis for last four years)	For every year of positive growth Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 0 mark/year	6
2.	8.5	QUICK RATIO CA - INVENTORIES {8.5(1)-8.5(1) c} / Curent liability {8.5 (2)} (Average of cl. 8.5)	≥ 1.00 : 1 7 ≥ 0.65 &< 1.00 : 1 5 ≥ 0.50 &< 0.65 : 1 3 < 0.50 :1 1	7	
3.	8.6	Growth in Sales over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth	2 marks/year 1 mark/year 0 mark/year	6
4.	8.7	Growth in Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6
5.	8.8	Contingent liability more than 50% of net worth	Yes -3 No 0	0	
6.	8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other similar Govt. agency	Yes -5 No 0	0	
		TOTAL		25	

* minimum qualifying marks for Financial information shall be 10 out of 25 marks

Note: If the supplier is new in business and does not have past data, then the evaluation will be done on the basis of information provided by the supplier and will be decided by MISCC.

FINANCIAL INFORMATION (for Non-Manufacturers)

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	8.1	Growth of Net worth over previous year (On yearly basis for last four years)	For every year of positive growth Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 0 mark/year	6
2.	8.7	Growth in Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6
		TOTAL		12	

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

3. QUALITY SYSTEM (for Manufacturers)

SNO	Clause in SRF	Parameter	Criteria	Max. Marks	Marks Awarded
1.	9.1	Incoming Material control system	System available Yes 2 No 0	2	
2.	9.2.1	Process control	Work instruction available Yes 2 No 0	2	
			Record of process Control Adequate 2 Inadequate 1 Not available 0	2	
3.	9.2.2	Control on outsourced processes	Documentary evidence of control over suppliers Available 1 Not available 0 OR If no processes outsourced 1	1	
4.	9.3	Manufacturing / Testing Procedure Qualification	Manufacturing Process workflow available Yes 1 No 0	2	
			Testing Procedure Qualification available Yes 1 No 0		
5.	9.4	Personnel qualification	Record of PQR Adequate 2 Inadequate 1 Not available 0	2	
6.	9.5	Calibration system	System available Yes 1 No 0	1	
			Record available Yes 1 No 0	1	
7.	9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available Yes 2 No 0	2	
8.	9.7	System of Storage/ preservation/ painting & packing	Procedure available Yes 2 No 0	2	
9.	9.8	System of NCR disposition & corrective preventive action	System available Yes 1 No 0	1	
			NCR registered & resolved 2 NCR registered & partially resolved 1 NCR not registered or not resolved 0	2	
10.	9.9	Customer complaints handling system	System availability Yes 1 No 0	1	
			Complaints registered & resolved 2 Complaints registered & partially resolved 1 Complaints not registered or not resolved 0	2	
11.	9.10	Safety measures	System available Yes 1 No 0	1	
			Record available Yes 1 No 0	1	
		TOTAL		25	

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

4. TECHNICAL COMPETENCE (for Manufacturers)

	Max. Marks(1)	Marks obtained(2)
A. Common Technical Competence	10/25	

And/ or

B. PRODUCT SPECIFIC TECHNICAL COMPETENCE (for Manufacturers, if applicable)

Column no. 1 to 4 to be filled by MISCC before sending to supplier. Column no. 5 to be filled by BHEL certified Assessor after evaluation of supplier response.

<u>SNO</u> (1)	<u>Parameter</u> (2)	<u>Scoring criteria</u> (3)	<u>Maximum Marks</u> (4)	<u>Marks obtained</u> (5)
	Sub-Total		15	

TOTAL: 25 ()

To be filled in by the concerned dept. before MISCC gives final recommendations.

SNO	Material Description	Material Code.	Nos. of Existing Suppliers in PMD			No. of Suppliers under suspension (if any)
			Permanent	Trial	Dev.	

SUMMARY:

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul style="list-style-type: none"> • Recommended : Permanent Status /Development status/ Trial status • Not recommended
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		
	TOTAL	100	60		

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

• **Registration Criteria:**

SNO	Score	Recommendation
1.	More than 90	Registration under permanent status. Normally no visit is called for.
2.	>75 ≤ 90	Registration under permanent status. Supplier visit is preferable.
3.	≥ 60 ≤ 75	Registration under development/ trial status. Supplier may carry out suggested improvements as advised by MISCC. Supplier visit is mandatory.
4.	Less than 60	Not to be registered

Note: Non-Manufacturers (Dealer/ Trader/ Distributor/ Stockist/ Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal/ Indian Agent etc.) are to be awarded marks on pro-rata basis (**Sum of marks obtained out of a maximum marks of 25 i.e. Organizational Soundness: 13 marks & Financial Information: 12 marks will be converted on pro-rata basis, so as to compare from a max. marks of 100**) and registered accordingly. Respective manufacturing works also to be recorded in PMD.

Signatures: TCAs & Suppler Evaluation Team (in case of visit)

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Registration is approved by MISCC for the following: / rejected

➤ **Material Category:**

➤ **Item Code:**

➤ **PMD :**

➤ **Remarks: (if any):**

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator amdt. 02 dated 24.12.2018
with free issue of material)

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

1. ORGANISATIONAL SOUNDNESS

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	3.3	Year of commencement of business	≥5 years 4 0-5 years 2	4	
2.	4.1 & 4.2	Whether all relevant information submitted (Evaluation is to be based on available documents)	Yes 5 No 0	5	
3.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
4.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
5.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate 4 Substantial 2 Inadequate 0	4	
6.	6.3	Ratio Of Outsourced Cost to Total Production Value	<10% 2 10 to 30 % 1 > 30% 0	2	
7	6.4	Power backup	Yes 2 No 0	2	
8.	7.1	Relevant inspection & Testing Facilities	Adequate 4 Substantial 2 Inadequate 0	4	
TOTAL				23	

2. FINANCIAL INFORMATION

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	8.1	Growth of Net worth over previous year for last three years (On yearly basis for last four years)	For every year of positive growth 3 marks/year Net Worth same as preceding year 2 mark/ year For every year of negative growth 0 mark/year	9	
2.	8.6	Growth in Sales over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) 3 marks/year For every year of positive growth (≤5%) 2 mark/year For every year of negative growth 0 mark/year	9	

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator
with free issue of material)

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
3.	8.7	Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) 3 marks/year For every year of positive growth (≤5%) 2 mark/year For every year of negative growth 0 mark/year For every year of loss -1 mark/year	9	
4.	8.8	Contingent liability more than 50% of net worth	Yes -3 No 0	0	
5.	8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other similar Govt. agency	Yes -5 No 0	0	
		TOTAL		27	

Note: If the supplier is new in business and does not have past data, then the evaluation will be done on the basis of information provided by the supplier and will be decided by MISCC/ SRC.

3. QUALITY SYSTEM

SNO	Clause in SRF	Parameter	Criteria	Max. Marks	Marks Awarded
1.	9.2.1	Process control	Work instruction available Yes 2 No 0	2	
			Record of process Control Adequate 2 Inadequate 1 Not available 0		
2.	9.3	Manufacturing / Testing Procedure Qualification	Manufacturing Process workflow available Yes 2 No 0	4	
			Testing Procedure Qualification available Yes 2 No 0		
3.	9.4	Personnel qualification	Record of PQR Adequate 2 Inadequate 1 Not available 0	2	
4.	9.5	Calibration system	System available Yes 2 No 0	2	
			Record available Yes 2 No 0		
5.	9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available Yes 3 No 0	3	
6.	9.8	System of NCR disposition & corrective preventive action	System available Yes 1 No 0	1	
			NCR registered & resolved 2 NCR registered & partially resolved 1 NCR not registered or not resolved 0		

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
 (INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator
 with free issue of material)

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

SNO	Clause in SRF	Parameter	Criteria	Max. Marks	Marks Awarded		
7.	9.9	Customer complaints handling system	System availability	Yes 1 No 0	1		
			Complaints registered & resolved	2	2		
			Complaints registered & partially resolved	1			
			Complaints not registered or not resolved	0			
8.	9.10	Safety measures	System available	Yes 1 No 0	1		
			Record available	Yes 1 No 0	1		
			TOTAL			25	

4. TECHNICAL COMPETENCE

	Max. Marks(1)	Marks obtained(2)
A. Common Technical Competence	10/25	

And/ or

B. Product Specific Technical Competence, if applicable

Column no. 1 to 4 to be filled by MISCC before sending to supplier. Column no. 5 to be filled by BHEL certified Assessor after evaluation of supplier response.

<u>SNO</u> <u>(1)</u>	<u>Parameter</u> <u>(2)</u>	<u>Scoring criteria</u> <u>(3)</u>	<u>Maximum Marks</u> <u>(4)</u>	<u>Marks obtained</u> <u>(5)</u>
	Sub-Total		15	

TOTAL: 25 ()

To be filled in by the concerned dept. before MISCC gives final recommendations.

SNO	Material Description	Material Code.	Nos. of Existing Suppliers in PMD			Nos. of Suppliers under suspension (if any).
			Permanent	Trial	Dev.	

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
 (INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator
 with free issue of material)

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

SUMMARY:

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul style="list-style-type: none"> ● Recommended : Permanent code /Development code/ Trial code
2.	Financial Information				
3.	Quality System	25	15		<ul style="list-style-type: none"> ● Not recommended
4.	Technical Competence	25	15		
	TOTAL	100	60		

● **Registration Criteria:**

SNO	Score	Recommendation
1.	More than 90	Registration under permanent status. Normally no visit is called for.
2.	>75 ≤ 90	Registration under permanent status. Supplier visit is preferable.
3.	≥ 60 ≤ 75	Registration under development/ trial status. Supplier may carry out suggested improvements as advised by MISCC. Supplier visit is mandatory.
4.	Less than 60	Not to be registered

Note: Non-Manufacturers (Dealer/ Trader/ Distributor/ Stockist/ Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal/ Indian Agent etc.) are to be awarded marks on pro-rata basis (**Sum of marks obtained out of a maximum marks of 25 i.e. Organisational Soundness: 13 marks & Financial Information: 12 marks will be converted on pro-rata basis, so as to compare from a max. marks of 100**) and registered accordingly. Respective manufacturing works also to be recorded in PMD.

Signatures: TCAs & Suppler Evaluation Team (in case of visit)

- | | | |
|----|----|----|
| 1) | 2) | 3) |
| 4) | 5) | 6) |

Registration is approved by MISCC for the following:/rejected

Material Category:

Item Code:

PMD:

Remarks: (if any):

(To be executed on Non-judicial Stamp Paper for an appropriate value.

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.

Annexure-G

- 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,

Annexure-G

- 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 sub-contractors/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.

Annexure-G

- 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

Annexure-G

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

Annexure-G

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/In-Charge 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

Name
Address:

2.

Name:
Address:

ANNEXURE – L

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING
(ON BIDDER'S LETTER HEAD)

Ref: Tender-OS-BAP-BHEL

Dt:.....

We, M/s.....
(name of the Tenderer)

hereby authorize Mr / Ms.....
(Name of the representative)

to participate in the Tender opening at BHEL-Ranipet for **Tender No: 658014E**
dt.16.09.2019.

The representative's specimen signature is appended below & attested.

(Signature of the representative)

-/Signature of the representative is attested/-

(Signature of Authorized Person with Firm Seal)