

BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) பாரதமிருகின் நிறுவனம் BOILER AUXILIARIES PLANT, Indira Gandhi Industrial Complex, RANIPET- 632 406. (Tamil Nadu)		Ph: 04172-284030, 284323,241170,284158 Email: bsmanian@bhel.in ssvasan@bhel.in	
Tender NO: 667212E			Dt.28.01.2020
Annexure-A (To be put in Cover I)			
BASIC DETAILS			
S.No	Description - Details to be Filled by the Vendor		
1	<u>Name of the Vendor with Office Address</u>		
2	<u>Address for Communication</u>		
3	<u>Contacts with Designation</u>		
	1.Name:	Mobile Number:	
	2.Name:	Mobile Number:	
	E-Mail ID :		
4	Distance of the vendor works from BHEL Ranipet in Kilometers		
5	Vendor Registration Status with BHEL Ranipet (Mark ✓)	New Firm	Already Registered
6	Indicate Vendor Code -If your Firm is already registered in Outsourcing Department, BHEL, Ranipet or Indicate as NEW -If your Firm is New and not registered in Outsourcing Department, BHEL, Ranipet		
7	Whether your firm falls under NSIC / MSME		YES / NO
8	Have you enclosed the relevant documents as proof for MSME		YES / NO
9	PAN Number		
10	Eligibility Criteria confirmation Format as per Annexure-B		YES / NO
11	Signed in Technical Bid (Annexure-C)		YES / NO
12	Signed in Standard Commercial Terms & Conditions format given as Annexure-E		YES / NO
13	Scope of operations confirmation as per Annexure-H		YES / NO
14	Affidavit in Stamp Paper value Rs.100 as per Annexure-I		YES / NO
15	Vendor Registration Form given as Annexure-K along with all necessary documents (For New Firm)		YES / NO
16	Experience - Documentary proof for having experience .		YES / NO
We have gone through all the terms and conditions of the tender and fully understood all the technical and commercial requirements and quoted for the tender without taking any deviation.			
Signature of Authorized person with seal			



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

**BOILER AUXILIARIES PLANT,
Indira Gandhi Industrial Complex,
RANIPET - 632406(TAMIL NADU)**

Enquiry No : 667212E

dt :-28.01.2020

Eligibility Criteria and General Information for fabrication and machining of Super Duplex SS and SS316L piping with BHEL supplied material

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

Vendor code (For vendor registered with any of the BHEL units)

General Information about Firm

1	Name of Firm	
2	Address of Firm	
3	Office room with facilities like Computer, Printer, Internet access etc	
4	Bank Account number and Name of Bank	
5	Proprietor/Partnership/Limited company	
6	Name of Proprietor / Partners / Director with Age and Contact number	
7	Educational & Technical Qualifications of Proprietor /Partners	
8	Educational & Technical Qualifications of Supervisors	
9	Number of In-house Quality Inspectors, Manpower details with Educational Details	
10	Availability of qualified NDT personnel	
11	ISO 9001 certification	
12	GST No. Attach GST certificate copy	

General Mandatory Facilities Required

13	Distance from BHEL,Ranipet in KM - Within the radius of 350 KM	
14	Electrical Power availabilty (EB) in KW - minimum 20 KW required. Attach EB service card copy	
15	Indicate Land area - Minimum 0.5 acres in single location Own/Lease - Document (Title deed with encumbrance certificate) to be furnished(if lease, lease should be minimum for a period of 3 years on the date of Tender Opening)	

Enquiry No : 667212E		dt :-28.01.2020
Eligibility Criteria and General Information for fabrication and machining of Super Duplex SS and SS316L piping with BHEL supplied material		
16	Availability of approach road	
17	Covered Area for working(Concrete/Asbestos/Metallic sheet) in Sq.ft - Minimum shed size shall be of Area 1000 Sq.ft	
18	Compliance of Statutory requirements such as Insurance, ESI and PF facility for employees, Safety requirements, Non usage of Child Labour, License from Government Agency(Inspector of Factories)..etc	YES / NO
Mandatory Fabrication Facilities Required (Vendor to indicate the availability and the Qty available)		
19	TIG welding power source & Accessories	
20	Earlier purchase orders/ Delivery Challans clearly stating stainless steel piping works	
21	Qualified welders for Duplex SS or SS316L	
22	Band saw/power saw for cutting of pipes	
23	Calibrated Measuring instruments: Tape, vernier etc.	
24	Availability if Levelled / concrete platform for fabrication work.	
Other Facilities Required (Vendor to indicate Own/outsourced and Name of firm if outsourced)		
25	Machining facility for Edge preparation for pipes and Groove machining in coupling	
26	Facility for Radiographic testing	
27	Facility for Pickling and Passivation - Nitric acid, DM water, Methyl orange indicator, Pickling	
I/WE certify that the details furnished above is true and Correct		
Signature of Vendor with Firm Seal		
Meeting the Eligibility Criteria		Not Meeting the Eligibility Criteria
Signature of the Assessors		

Annexure-C

Technical Bid (To be put in cover-I)

BHEL: ENQ.No. : 667212E		Offer Ref :	
Enq. Dated. : 28.01.2020		Offer Date:	
Due on : 18.02.2020		Offer is Valid upto: One Year	
A	Name & Address of the Firm		Vendor Code
B	Description & Drg.No	Weight In MT	Indicate BHEL PO/IP Number of the Previous Order if any
1	Fabrication and machining of super duplex SS pipes of various diameters along with stubs and couplings as per BHEL Engg. Drawings, Quality Documents and Technical Specifications including Machining – edge preparation and grooving,LPI, welding, Radiography testing, Pickling and passivation. SS pipes and other components will be supplied by BHEL/ Ranipet as free issue. Transportation both to and fro is in BHEL scope.	14.432	
C	Note: 1. Turning and Boring Scrap recovery will 100% of the material value 2. MAS applicable for this item (Items issue will be in numbers.)		
D	Scope of Work:- As per scope sheet attached as Annexure-H		
E	Payment term:	100% after IR,DC within 45 days for MSME vendors, for others in 90 days.	
F	Aspects	Vendor Confirmation	
F1	All the requisite manufacturing Machines, Equipments, Tools & Accessories, consumables, Safety Equipments and accessories to Labour will be made availavle at the manufacturing site.	YES/NO	
F2	Delivery Period: 60 Days from the date of Raw material supply	YES/NO	
F3	Submission of Bank Gurantee in BHEL form for 10 Lakhs before relase of P .O is acceptable	YES/NO	
F4	Eligibility criteria as per Annexure-B is met.	YES/NO	
F5	Commercial Terms and Conditions as Annexure-E is acceptable	YES/NO	
Signature of authorised signatory along with Seal			

Annexure-D				
Price Bid (To be put in Cover-II)				
BHEL: ENQ.No. : 667212E		Offer Ref :		
Enq. Dated. : 28.01.2020		Offer Date:		
Due on : 18.02.2020		Offer is Valid upto:	One Year	
A	Name & address of the Firm			Vendor Code
B	Description & Drg.No	Weight In MT	Rate per MT	Rate in Words
1	Fabrication and machining of super duplex SS pipes of various diameters along with stubs and couplings as per BHEL Engg. Drawings, Quality Documents and Technical Specifications including Machining – edge preparation and grooving, LPI, welding, Radiography testing, Pickling and passivation. SS pipes and other components will be supplied by BHEL/ Ranipet as free issue. Transportation both to and fro is in BHEL scope.	14.432		
C	Note: 1. Turning and Boring Scrap recovery will 100% of the material value 2. MAS applicable for this item			
D	Scope of Work:- As per scope sheet attached as Annexure-H			
E	Payment term:	100% after IR,DC within 45 days for MSME vendors, for others in 90 days.		
F	Aspects		Vendor Confirmation	
F1	The Rates Quoted above are in line with the agreed Commercial Terms and Conditions and Technical Offer		YES/NO	
F2	The Rates Quoted above are in line with the Scope of Operation given in Annexure-H and Eligibility Criteria given in Annexure-B		YES/NO	
F3	Rate quoted is on Ex-Works basis only. Freight charges are not included in the price.		YES/NO	
Signature of authorised signatory along with Seal				



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 I]

Tender No.667212E -

Dt.28.01.2020

Vendor Name with Code:

S No.	BHEL Standard Commercial Conditions
1	Terms of Delivery: Ex-Works Ex-Works means the charges for Manufacturing and it includes Packing. Freight charges are not included in the quoted prices. Freight for delivery of components to vendor works and return of finished components to BHEL, Ranipet is in BHEL Scope.
02	Delivery Period: 60 days from the date of raw material supply at Vendor Works . 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 after receipt of valid invoices supported by full set of necessary documents at Finance in accordance for MSME vendors and for other vendors payment in 90 days.
05	Bank Guarantee: Bank Guarantee for the value of Rs.10.00 Lakh is to be submitted immediately after finalisation of the contract before release of orders in the form provided by BHEL. The list of BHEL consortium Bankers will be provided to the vendors.
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 release of order, 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 @12% 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 @12% is applicable and the amount is Cenvatable. IGST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.

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

Vendor Signature with Firm's Seal

Annexure G

Certificate by Chartered Accountant on letter head

This is to certify that M/s
(hereinafter refer 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 Industry 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 whichever is not applicable) Category Under MSMED Act 2006

Or

The company has been graduated from its original category Micro/Small (Strike off whichever 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 No-

Seal of Chartered Accountant

Annexure - H

Scope of Work For Enquiry 667212E dt 28.01.2020

Duplex SS Pipe Fabrication

Scope of Work:

The scope of this work includes piping fabrication & testing as per the drawings and documents. A brief scope of work covers the overall activities required to fabricate / manufacture of Piping assemblies as required and specified in the drawing. For details relevant drawings, documents shall be referred.

Technical Pre-Qualification requirements

Bidders who fulfill the following technical requirements are only eligible to participate in the tender.

- I. The bidder should have executed/carried out piping stainless steel SS316L or Duplex stainless steel piping fabrication work successfully. Proof of document such as copy of Purchase order/work order, Delivery challan indicating the product details clearly or any other supporting document in support of having carried out Stainless steel piping with TIG process shall be submitted for BHEL review. Referred piping work should have been completed and put into operation. Ongoing work and partial completed reference will not be considered as qualification.
- II. The stainless steel welding should have been carried out through TIG welding process. Welding Procedure Specification of the reference work shall be submitted.
- III. Bidder shall have experience in carrying out similar piping work of size 1^{1/2}" (40 NB) or more.
- IV. The bidder should have TIG welding facility in their works.

HP piping (Super Duplex Stainless Steel -SDSS)

1. Bidder shall submit pipe cutting plan for approval prior to manufacture of the piping. As per approved cutting plan, Super Duplex SS pipes/ SS316L pipes and fitting shall be issued from BHEL stores. Balance material if any after fabrication shall be returned to BHEL store.
2. WPS & PQR to be approved by BHEL before start of work. The piping welding shall be carried out as per the welding procedure specification (WPS) & drawing by qualified welders only. For welder qualification, Test piece shall be issued by BHEL. Bidder shall submit welder qualification report for RT quality welding prior to start of work.
3. Bidder shall fabricate the HP piping Segments as per the drawings mentioned in the Indents (Refer Table-1)
4. Cutting of pipes to required length by band saw/power saw is in bidder's scope.
5. Edge preparation as per drawing by machining and coupling groove cutting in the pipe are in bidder scope.
6. All weld joints 100% LPI shall be done after root run (as per QP cl 2.7) and full LPI to be carried out on Butt and Fillet welds (as per QP cl 2.10). LPI is in vendor scope.

7. Pipes in standard lengths and fitting such as bends, tee, flanges shall be issued by BHEL. Welding machines and Consumable such as welding filler wire, argon gas, cleaning agents, LPI reagents (if any) are in bidder scope.
8. Bidder shall carry out Welding of Pipe segments as per the drawings involved. All the weld joints shall be subjected to RT inspection - 100% (as per QP Cl. 2.9) and SSDS weld HAZs for ferrite content (as per QP cl 2.11).
9. Pickling and passivation of the piping shall be carried by bidder as per the issued procedure.
10. Bidder shall quote the Rate/MT Joint considering cost per joint and all the operations involved (Machining -Edge Preparation & Grooving, Welding, Radiography Test, Pickling & Passivation) in the prescribed price schedule format..

General:

- i. Stage-wise inspection shall be offered to BHEL or BHEL authorized inspection agency by bidder as per QP: MSTP-001 REV:00. It is to be noted that Hydro Test of pipings is not in vendor scope.
- ii. All the consumables, tools & tackles, etc. are in bidder's scope.
- iii. BHEL issued materials shall be drawn from BHEL stores. It shall be the responsibility of the bidder for identification of the consignment, to take delivery from BHEL stores, transport to work spot, safe custody. Bidder shall also keep an account of the materials & furnish the same to BHEL on demand.
- iv. Vendor's distance from BHEL, Ranipet in KM - Within the radius of 350 KM
- v. Vendors shall get necessary concurrence from BHEL for drawings & other relevant documents prior to manufacturing.
- vi. The bidder shall carry out the work in accordance with drawings, procedures, instruction, specification, standard practices supplied / approved by BHEL from time to time. Bidder shall carry out any repair if necessitated to meet the BHEL requirements.
- vii. Prior to Submission of offer, Bidders will be called for Pre-Bid meeting for any clarifications within 6 days.
- viii. Turning and Boring scraps also to be returned along with all other scraps to BHEL by the vendor.

This is to Certify that we read and under stood the above scope of work and confirm that the required facilities are available with us to manufacture the items given in the tender. The rate quoted according to the scope of operations given in the tender.

Authorised Signatory with Seal

Enquiry No 667212E dt 28.01.2020-BHEL, Ranipet Out Sourcing
(NON-JUDICIAL STAMP PAPER VALUED Rs 100/-)

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. If one or more partners/directors/proprietor of us DO HAVE a relation or relations employed in the capacity of an officer of BHEL. Furnish the following details.

Name:-

Staff.No:-

Designation:-

Department:-

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*" against me/us.
07. I/We agree to submit the following documents.
 - a) **Own land** - Document copy / **Lease Land** - Registered Lease Agreement and Encumbrance Certificate covering past 20 years for Own/Lease land.
 - b) **Documents for Partnership Firm** – i) Latest Form- A issued after 01.04.2019. ii) Partnership Deed Copy (AT WILL),
 - c) **Documents for Limited Firm (Private Firm)** – i) Latest resolution by Board of Directors. ii) Memorandum of Article of Association. iii) Company's Affidavit for existence, iv) Latest Annual Report. v) Directors Share details.

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.

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 _____ 2020 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.]

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.

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:

- **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-K

(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: • 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-K

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) - 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)} () * Certificate by Chartered Accountant on letter head as per Annexure-H		
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate)	
- 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

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure- K

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.

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-K

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 $\frac{\text{Long term Debt (8.2)}}{\text{Net worth (8.1)}}$				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS				
	a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	d) Loans and advances				
	e) Other current assets				
	Total				
	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	b) Advances from customers				
c) Other liabilities					
d) Provisions					
Total					
8.5	QUICK RATIO $\frac{\text{CA - Inventory } \{8.5(1)-8.5(1)c\}}{\text{Current liability } \{8.5 (2)\}}$				
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 -----

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

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.

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

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

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20__ (“Effective Date”) by and between

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

- A. **“Contract”** means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.

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

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

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:

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: 667212E** dt 28.01.2020

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)