



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

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

Tender NO: 668008E

Dt. 03.10.2020

Annexure-A

CHECK-LIST FOR COVER -I

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 <input checked="" type="checkbox"/>)	New Firm	Already Registered
6	Indicate Vendor Code -If your Firm is already registered in Outsourcing Department, BHEL, Ranipet or Indicate Reference Code -If your Firm is New and not registered in Outsourcing Department, BHEL, Ranipet		
7	EMD - Demand Draft for the value of Rs. 1.0 Lakh	YES / NO	
8	Whether your firm falls under NSIC / MSME	YES / NO	
9	Have you enclosed the relevant documents as proof	YES / NO	
10	PAN Number		
11	Signed in Techno Commercial Offer given as Annexure-B	YES / NO	
12	Signed in Scope Work confirmation given as Annexure - D	YES / NO	
13	Signed in Suspension of Business dealings conditions given as Annexure-E	YES / NO	

Annexure-A**CHECK-LIST FOR COVER -I**

S.No	Description - Details to be Filled by the Vendor	
14a	Documents to be enclosed for Partnership Firm – Copies Attested by the Notary Public	
	i) Latest Form- A, issued after 01.04.2020	YES / NO
	ii) Partnership Deed Copy (AT WILL).	YES / NO
14b	Documents to be enclosed for Limited Firm (Private Firm) – Copies Attested by the Notary Public	
	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
15	Power of Attorney if required as per Annexure-J	
16	Vendor Registration Form given as Annexure-K along with all necessary documents (For New Firm)	
17	Experience - Documentary proof for having experience	
	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	

ANNEXURE-B
TECHNO-COMMERCIAL OFFER

BHEL: ENQ.No. : 668008E		Offer Ref :		
Enq. Dated. : 03 OCT 2020		Offer Date:		
Due on : 28 OCT 2020		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.	
A1	Name & address (Head office)			
A2	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
B1	Description & Drg.No	Qty(Nos.)	Unit Weight in Kg	
1	Steel Box-I to drg.. 2-79-000-01740/07 or Equivalent	2250	393.325	<i>Rate Quoted in the Price Bid</i>
2	Steel Box-Type-1900 MM to Drg 2-79-000-07777/00 or Equivalent	900	419.170	
3	Steel Box-II to drg.. 2-79-000-01714/06 or Equivalent	1200	91.522	
4	Steel Box-IIB to drg.. 2-79-000-01715/04 or Equivalent	2250	133.218	
5	Steel Box-III to drg.. 2-79-000-01713/07 or Equivalent	450	41.947	
6	Steel Box-IV to drg.. 2-79-000-01741/02 or Equivalent	300	26.780	
7	Steel Box-V to drg.. 2-79-000-01742/05 or Equivalent	150	16.276	
B2	Scope of Work:- Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure- A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.			
B4	Payment term: 100% Payment will be made within 45 days for MSME vendors & 90 Days for NON-MSME vendors on submission of invoices duly certified by the BHEL official for the completion of works and HR official for the statutory compliance. Invoices in duplicate to be submitted to Finance section furnishing the job work order Sl. No., W.O., IR & DC No. along with IR, giving details of work carried out. Two Bills shall be submitted in a month.			
SI	Aspects			
C1	All the clauses of Annexure-D (Scope of Work) is acceptable			
C2	Quantities shown are only approximate and liable for variation without entitling the contractor to any compensation.No Minimum Order qty is ensured and BHEL reserves the right to cancel the PO or reduce/increase the PO quantity according to the requirement			
C3	No rate shall be claimed extra for the increase in work content due to manufacturing with substituted material, where final netweight if (+) / (-) 5% of the original netweight.			

ANNEXURE-B
TECHNO-COMMERCIAL OFFER

BHEL: ENQ.No. : 668008E		Offer Ref :		
C4	Acceptance for payment or recovery under pro-rata basis, wherever the final weight owing to substitution is More/Less than (+) / (-) 5% of the original netweight.		YES	
C5	All the requisite manufacturing Machines, Equipments, Tools & Accessories, consumables, Safety Equipments and accessories to Labour will be made available at the manufacturing site (List of Equipments & Accessories to be made available by the Contractor is separately Annexed to this Technical Offer)		YES	
C6	Requisite man power will be made available to complete the contract. List of Man power (designation wise) to be provided by the Contractor viz. Supervisor, Welders, Fitters, Painters, Helpers etc... for completion of Minimum 10 Boxes (appx.) of various types per day is annexed to this offer.		YES	
C7	Delivery of Minimum 10 Nos. (Approx) of Steel Boxes of various types per day" as prioritised by Shipping . (quantity will be reduced based on number of sources engaged)		YES	
C8	Submission of Bank Guarantee(BG) / Fixed Deposit Receipt(FDR) for the value of Rs.1,00,000 prior to start of work duly pledged in favour of BHEL Or through Bank Guarantee		YES	
C9	All the Terms and Conditions specified in Section II to Section V and Annexures A to E are read and accepted		YES	
D	Aspects	Yes/No	The Value if YES	GST No
D1a	Is GST payable extra	YES		
D3	Rate shall be quoted Exclusive of GST,			YES
E1	Manufacture & Supply as per BHEL Drawing is to be Confirmed			YES
E2	A separate Sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now.			NO
E3	Levying of BHEL's Std-LD on delayed delivery is acceptable. Viz. @ 0.5% Per week of delay subject to maximum of 10%. However, delivery extension is to be obtained by firm duly approved by Shipping Department for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.			YES
(Stamped) Signature with date of authorised signatory				
Name & Designation of Authorised Signatory				
List of Enclosures				

ANNEXURE-C

PRICE BID

BHEL: ENQ.No. : 668008E		Offer Ref		
Enq. Dated. : 03 OCT 2020		Offer Date		
Due on : 28 OCT 2020		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.	
A1	Name & address (Head office)			
A2	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
B1	Description & Drg.No	Qty(Nos.)	Rate per No. in Rs.(Numerals)	Rate per No. in Rs. (words)
1	Steel Box-I to drg.. 2-79-000-01740/07 or Equivalent	2250		
2	Steel Box-Type-1900 MM to Drg 2-79-000-07777/00 or Equivalent	900		
3	Steel Box-II to drg.. 2-79-000-01714/06 or Equivalent	1200		
4	Steel Box-IIB to drg.. 2-79-000-01715/04 or Equivalent	2250		
5	Steel Box-III to drg.. 2-79-000-01713/07 or Equivalent	450		
6	Steel Box-IV to drg.. 2-79-000-01741/02 or Equivalent	300		
7	Steel Box-V to drg.. 2-79-000-01742/05 or Equivalent	150		
B2	Scope of Work:- Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure- A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.			
SI	Aspects			Accepted
				YES/NO
C1	The Rates Quoted above are for the aspects agreed in the Techno Commercial Offer			
C2	All the Terms and Conditions specified in Section II to Section V and Annexures A to E are read and accepted			
C3	Submission of BANK GUARANTEE for value of Rs 1,00,000/- prior to start of work payable by FD pledged in favour of BHEL Or through Bank Guarantee			
C4	Whether all the Terms and Conditions of Sections & Annexures are read and accepted			
D	Aspects	Yes/No	GST payable in %	GST NO
D1	Is GST payable extra	YES		
E1	Manufacture & supply as per BHEL DRg is Confirmed (Explain in a separate sheet if 'NO')			YES

ANNEXURE-C

PRICE BID

BHEL: ENQ.No. : 668008E		Offer Ref	
Enq. Dated. : 03 OCT 2020		Offer Date	
Due on : 28 OCT 2020		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.
E2	A separate Sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now.		NO
E3	Is levying of BHEL's Std-LD on delayed delay is acceptable. Viz. @ 0.5% PER WEEK OF DELAY SUBJECT TO MAXIMUM OF 15%. However, delivery extension is to be obtained by firm duly approved by SHIPPING Department for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.		YES
(Stamped) Signature with date of authorised signatory			
Name & Designation of Authorised Signatory			
List of Enclosures			

ANNEXURE-D	
ENQUIRY: 668008E	Dt.03.10.2020
<u>SCOPE OF WORK</u>	
<i>(For Manufacturing of Steel Box inside BHEL's Premises with BHEL material and as per BHEL Drawing)</i>	
1.1	The Technical specification applicable for the above Enquiry is detailed hereunder. The Vendors are required to indicate their acceptance Point-to-Point
1.2	It is proposed to award contract to more than one source, maximum of Five vendors , to ensure uninterrupted supply of Shipping Boxes.
1.3.	General Conditions as detailed in Section II to Section V would apply for this enquiry.
1.4	<p>Scope of Work:-</p> <p>Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure-A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.</p>
2.1	Movement of Material from various Wards of BHEL-Stores (primarily from Disposl stores) to manufacturing yard and connected Loading and Unloading involved therein is to Contractors scope
2.2	Movement of Finished goods from Manufacturing yard to the required location in Shipping and connected Loading and Unloading involved therein is to Contractors Scope
2.3	All the Equipments and Accessories required for manufacturing of the Steel Boxes (other than BHEL's Scope as in Cl. 1.4) is in Contractors scope-Including Manpower, the related accessories. Welding Machine and Accessories, Material Handling Equipments & Accessories, Suitable Vehicle for Material Transport, Gas cutting sets and Accessories, Grinding Machine with Grinding Wheels, Drilling Machine with Drill Bits,Wire Brushes, Tools & Tackles, Painting Brushes , Crane, Chain Pulley Block Safety Equipments, Ladders, Cotton Waste and other related Accessories, the Safety Equipments and Accessories, Oxygen and LPG/Acetelene as required etc.
3.1	Uninterrupted service in manufacturing of Steel Boxes as indicated by Shipping. The contractor has to provide Round-the-clock service during peak periods to meet additional requirements, which will be informed in advance
3.2	Contractors shall deliver the Steel Boxes to Shipping with due acknowledgement received from Shipping, transportation of scrap materials and empty tins to Disposal yard are under onctractors scope .
3.3	Contractor shall maintain a Log book for daily completion of jobs.
3.4	Co-ordination for execution of the contract will be done by Shipping dept. And all related requirements with respect to arranging for Drawal of materials, Prioritizing the quantum and Type of Boxes required, Material Accountal, Certification of Bills etc.. will be in the scope of Shipping dept.
Manager/OS(Contracts)	
Accepted	
Vendor Signature & Seal	



Enquiry Number: **668008E**

Dt.. **03.10.2020**

Annexure-E

Suspension of Business Dealings with vendors

1) A Supplier may be put on hold for a period of ONE YEAR for future enquiries for specific material categories items/ works for Ranipet unit on the basis of one or more of the following reasons:

- a) Rejection of three consecutive supplies of a specific material category, average Quality Rating (Quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective supplies against PO(s) having single/multiple delivery schedules) due to reasons attributed to supplier (Once a lot is rejected, is repaired and accepted, it still constitutes rejection).
- b) Two consecutive delays, for reasons of delay attributed to the supplier in execution of the contracts, where delay occurred is such that
 - (i) Prescribed Maximum LD time limit of the contracts is reached/exceeded.
 - (ii) Delay period as equaled / exceeded the original delivery period specified in the contracts, which ever among the above is earlier.
- c) i) Supplier performance rating in line with SEARP falls below 60% of the specific material category ii) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).
- d) Supplier works are under strike/ lockout for a period of more than three months

2) A Supplier may be de-listed i.e., Removed from the list of registered suppliers of our Unit for all category of the material for a period of TWO YEARS on the basis of one or more of the following reasons:-

- a) Supplier tampers with tendering procedure affecting ordering process
- b) Supplier has misused BHEL documents/ Drawings/technical information or has breached the confidentiality agreements with BHEL
- c) After placement of order, supplier fails to execute a contract
- d) Within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains nonresponsive.
- e) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
- f) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.

3) A Supplier can be banned for a period of THREE YEARS from doing any business with all Units of BHEL on the basis of receipt of authentic evidence of one or more of the following reasons:

- a) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL
- b) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory Requirements.
- c) Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process OR influence the price.
- d) The supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.



- e) The Supplier is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.
- f) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
- g) The foreign principles along with the representing agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc., payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with agents of foreign suppliers is found false/incorrect, at any stage
- h) Supplier has substituted, damaged, failed to return, short returned or unauthorized disposed off materials/ documents/ drawings/ tools etc of BHEL.

4) The decision of suspension will be intimated to the vendors citing the reasons. The respective vendors shall attach importance to the issue and immediately acknowledge receipt of the communication and reply for the aspects raised.

Read and understood the above condition

Sign and Seal of the vendor

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

ANNEXURE – I

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

Ref: LDPP: ENQ:Auth

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: 668008E DT 03.10.2020**

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)

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

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

I consider it is necessary and expedient to appoint _____

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

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

-/ Page 2 /-

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

(the principal)

IN WITNESS whereof I sign and execute this Power of Attorney on this _____ day of
_____ 2020 at _____.

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

The Stamp size photo and specimen signature of the Attorney

Affix Photo here

Specimen signature of the Attorney

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

(Signature and Seal of the Witness)

Signature & Seal of the Notary

[Note:

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

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/ We declare 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)

(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 (<input type="checkbox"/>) • Subcontractor - Machinist / Fabricator with free issue of material (<input type="checkbox"/>) • Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) (<input type="checkbox"/>) • Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Creditreform etc. & deed of agency agreement) (<input type="checkbox"/>) 								
<p>*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.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.3 Year of Commencement of Business (attach relevant documents)</td> <td style="width: 30%;"></td> </tr> </table>							3.3 Year of Commencement of Business (attach relevant documents)	
3.3 Year of Commencement of Business (attach relevant documents)								

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)

4.1	Permanent Account No (PAN)	
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
---	---------

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</u> (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	1 d) Loans and advances				
	e) Other current assets				
	Total				
	CURRENT LIABILITY & PROVISIONS a) Sundry creditors				
	2 b) Advances from customers				
	c) Other liabilities				
	d) Provisions				
8.6	Total				
	QUICK RATIO <u>CA - Inventory {8.5(1)}</u> 3 <u>8.5(1)c}/</u> Current liability {8.5 (2)}				
8.7	SALES (excluding other income)				
8.8	PROFIT BEFORE TAX				
8.9	Contingent Liabilities				
8.10	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.

(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 _____ 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.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:

- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
- (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to

make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.
- d) The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or

Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

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

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

10. Arbitration & Conciliation:

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