

TECHNICAL BID FORMAT Annexure-A				TB		
Enquiry No. 650004E Dt. 09.12.2020_NIT_56109 - Short Description:Detail Design Engineering, Manufacturing And Supply Of Welded/Bolted Structures And Silo With Vendors Own Raw Material For Various FGD Projects (OVM&E)						
Offer ref:		Offer date:				
vendor name & address		Vendor Code:				
Approved by BHEL		Yes / No		Proof of approval to be submitted and indicate the Vendor code of BHEL		
Facilities required		<u>Eligibility Criteria (for all the below Items):</u> <u>Detail Design Engineering facility:</u> - Shall poses a design office in the premises or shall have a Tie-up with another Design Agency having prior experience in similar works in line with PQR vide Annexure-J <u>General fabrication facility required for this requirments :</u> - Land area minimum 0.90 acres covered with fencing / compound. - Covered shed : minimum 2400 sq.ft - Gas cutting , Welding - Straightening - Edge preparation facilities, Shell Rolling upto thickness of plate 16 mm, Drilling , Punching, Shearing - Bending of plates / Structural <u>All testing facilities for carrying out :</u> - Weld Checks (MPI/LPI) - Measuring instruments / templates for dimensions check. - Technically suitable Plain surface for carrying out the trial assembly / inspection. <u>Blast cleaning & Painting facilities :</u> - to meet the QP requirments indicated in the Annexures and respective Painting schemes. In case of blasting is done at different sources, the same is to be done with prior approval from BHEL and all test reports, inspection documents for the same is to be submitted to BHEL. <u>Raw-material:</u> Reports of Material procurement and the respective test certificates and other documents required by BHEL. <u>Financial soundness :</u> Proof of document in line with Annexure - K (C)				
Tender Requirement						
Sl No	Project ref	RS Ref. No	Scope of work and Product Description	Grand Total	UNIT	Delivery to
1	Mouda-1	AM04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	700 (+/-) 30%	MT	NTPC MOUDA Dist: NAGPUR MAHARASHTRA
2	N K Pura 1	AK04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	800 (+/-) 30%	MT	NTPC-NORTH KARANPURA DIST- CHATRA JHARKHAND
3	Barh st - I (3)	AB01	Complete <u>DETAIL DESIGN & MANUFACTURE OF DUCT STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	3140 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR

4	Barh st - I &	AB03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	800 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR
5	Barh st - I &	AB04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	2170 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR
6	Panki	AP03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	350 (+/-) 30%	MT	PANKI THERMAL POWER STATION, KANPUR, UTTARPRADESH
7	Panki	AP04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	240 (+/-) 30%	MT	PANKI THERMAL POWER STATION, KANPUR, UTTARPRADESH
8	Bhusawal	AU01	Complete <u>DETAIL DESIGN & MANUFACTURE OF DUCT STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	370 (+/-) 30%	MT	MAHAGENCO LTD-BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA
9	Bhusawal	AU02	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	180 (+/-) 30%	MT	MAHAGENCO LTD-BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA

10	Bhusawal	AU03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	350 (+/-) 30%	MT	MAHAGENCO LTD-BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA
Sl	Aspects					Acceptance
C1	All the clauses of Annexure is acceptable					YES/NO
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					YES/NO
C3	No rate shall be claimed extra for the increase in work content due to manufacturing with substituted material.					YES/NO
C4	Acceptance for recovery under pro-rata basis, wherever the final weight owing to substitution is less than (-) 5% of the original netweight.					YES/NO
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 in the Technical Offer.					YES/NO
C6	Requisite man power will be made available to complete the contract.					YES/NO
C7	Delivery period:- Supply to be completed with in 150 days from the date of issue of P.O					YES/NO
C8	Submission of Performance Bank Guarantee(BG) / Fixed Deposit Receipt(FDR) for the value of 5% of the Order Value from Consortium Banks as per annexure					YES/NO
C9	All the Terms and Conditions specified in Section(s) and Annexures are read and accepted					YES/NO
D1	GST as applicable					YES/NO
D1a	GSTN NO					
D2	Acceptance for quoting your rates on F.O.R.SITE BASIS (to be delivered at respective BHEL/NTPC sites. Packing & Forwarding, Freight are in Vendor's scope i.e. included in the quoted prices)					YES/NO
E1	Manufacture & Supply as per BHEL approved Drawing is to be Confirmed					YES/NO
E2	A separate Sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now.					NO/YES
E3	Levy 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 BHEL 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/NO
E4	Acceptance for submission of the Test Certificates for the material Procured and Used with out any extra charges					YES/NO
I/We hereby confirm that the above mentioned facilities are available with us to carry out the tender requirements in full and all other conditions of the tender vide all the clauses of all sections and Annexures is acceptable						
(Stamped) Signature with date of authorised signatory						
Name & Designation of Authorised Signatory						

INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender NO: 650004E for Preparation of detailed Engineering drawings and design documents required for power plant steel duct structures/Pipe rack/silo/silo structures (Bolted and /or Welded structures) of Flue gas desulphurization (FGD), based on input drawings provided by BHEL, obtaining due approval of those detail engineering from BHEL, complete fabrication as per approved drawings and supply of finished products with vendor's own raw material procured from BHEL approved suppliers. Scope includes 100% trial assembly (Floor assembly) at vendors work to ensure site matching. Scope also includes surface preparation and painting as per respective painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to respective customer site. The other details of the conditions of the Enquiry are given below.** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

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

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

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

- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

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

Witness: _____

(Name & Address) _____

ANNEXURE C
CERTIFICATE FOR MSE

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 – D

**DECLARATION BY THE BIDDER
(ON BIDDER'S LETTER HEAD)**

I / We M/s.Vendor Code: do hereby state as follows:

- 1) All the documents for Techno Commercial Bid as per “Annexure E – Checklist of Techno commercial offer” all the related documents have duly been filled, signed and have been submitted in the techno commercial bid. We also declare that all the documents of the techno-commercial bid are submitted without any modification.
- 2) I / We declare that the rates have been quoted after having read and understood the terms and conditions of Tender.
- 3) I / We accept to provide Performance BG as per clause 16.0 of Section IV B of this Tender as per the format as enclosed in this Tender.
- 4) I / we declare that I have read all the terms and conditions specified under all Sections and Annexures forming part of the Tender and agree to abide by the terms & conditions stipulated by BHEL.
- 5) It is confirmed that I/We HAVE NOT TAKEN ANY DEVIATION to any of the Tender terms as mentioned in the above section.
- 6) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above we fully understand BHEL shall have the right to reject the offers and the decision of BHEL in this regard will be final and binding on us.
- 7) I/we have understood that No Corrections/ Revisions in the quoted rates will be accepted after the Tender opening date.
- 8) We have read and understood about the loading quantum, Delivery period, Liquidated damage, Submission of Bank guarantee and Elimination clauses.
- 9) I/We understood that, by submitting the duly signed Annexures/Sections against this Tender, it is presumed by BHEL that our firm is accepting all Tender terms & conditions.
- 10) I/we authorize the following person in authority to clarify the deviations.

Name of the person:

Desgn./Relationship with the firm :

Mobile No. & email Id:

Signature of Authorized person with seal

ANNEXURE E - CHECK LIST FOR TECHNO COMMERCIAL OFFER**I. VENDOR INFORMATION (to be filled by Vendor)**

1. Vendor name :

2. Works Address :

3. Contact details:

4. Email id:

5. Whether approved already by any of BHEL units : Yes / No

6. If Yes, indicate vendor code and name of BHEL-Unit :

7. Whether approved by NTPC: Yes / No (if Yes - enclose approval letter for reference)

II. Annexure Summary (To be filled in by the Vendor)

Sl. No.	Particulars	DOCUMENTS ENCLOSED (YES/ NO)
1	ANNEXURE A: TECHNICAL BID	
2	ANNEXURE B : Integrity Pact (duly signed)	
3	ANNEXURE C : Certification for MSE	
4	ANNEXURE D: Declaration by the bidder (duly signed)	
5	ANNEXURE E: CHECK LIST (duly signed)	
6	ANNEXURE F : Affidavit	
7	ANNEXURE G: GST details	
8	ANNEXURE H : Non-Disclosure Agreement (duly signed)	
9	ANNEXURE K : Vendor registration Documents	
10	ANNEXURE I: Power of attorney if applicable	
11	ANNEXURE J: Vendor Declared capacity	
12	ANNEXURE L: Make in India local content declaration (to be Certified by CA)	
13	ANNEXURE M: Bidder eligibility for public procurement	
14	SECTION -II : Duly signed & sealed	
15	SECTION -IV A : Duly signed & sealed	
16	SECTION -IV B : Duly signed & sealed	
17	Attested Photocopy of valid MSE certificate	
18	Partnership certificate if applicable	

Name and Signature of the Authorised

(NON-JUDICIAL STAMP PAPER VALUED RS.100/-)

ANNEXURE – F - AFFIDAVIT

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

01. We have not been presently put on hold, suspended, de-listed, 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 transportation during last 5 years.

03. Tick whichever is applicable

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

Name:

Staff No:

Designation:

Department:

(Or)

- (ii) ☐ One or more partners/directors/proprietor of us **DO NOT HAVE a relation or relations** employed in the capacity of an Officer of BHEL.
Concealing the above information, & if found by BHEL, BHEL may cancel the Contract & forfeit BG

04. All Scope, Terms and Conditions, laid vide Sections I to XIII, technical / operational requirements of BHEL have been read and understood by me fully, and accepted without any deviation and then this offer is submitted 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 Certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the vendor at any stage and the Bank Guarantee will be forfeited.

Signature of Authorized person with seal

Enq :- 650004E dt 09.12.2020

ANNEXURE G- GST DETAILS

Vendor's Name	Vendor's code	Updated Phone No.	Updated E-mail Id, if any	PAN of the Business	GSTIN No.	APPLICABLE GST RATE (IN %)	Application reference number (ARN)	HSN Code / SAC Code

Note:

Kindly fill the details as per above requirement.

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

HSN: Harmonized System of Nomenclature

SAC : Services Accounting Code

 BHEL – RANIPET	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/RP/011	
		Ver. No: 1.0	Rev. No: 00
		Date : 12-11-2018	

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

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

Name

Company

Signature

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

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

I consider it necessary and expedient to appoint _____

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

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

-/ Page 2 /-

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

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

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

=====

The Stamp size photo and specimen signature of the Attorney

Affix Photo here

Specimen signature of the Attorney

=====

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

(address of witness).

(Signature and Seal of the Witness)

Signature & Seal of the Notary

[Note:

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



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

Ph: 04172-284690,284030

Email: bsmanian@bhel.in

Annexure - J - Declaration of PQR and Monthly capacity
Enq:650004E dt.09-12-2020, NIT_56109

Eligibility Criteria and General Information

sno	Description of Requirements / Manufacturing Facilities Available with Firm and other General Information that are to be obtained from vendor (Details to be filled by the Vendor)	BHEL Vendor Reference code (if available)
General Information about Firm		
1	Name of Firm	
2	Place	
3	Office Room with facilities like Computer, Printer, Internet access etc..	
4	E-Mail Id	
5	Contact No.	
6	Bank Account Number and Name of the Bank	
7	Proprietor/Partnership/Limited company	
8	Name of Proprietor/Partners/Director with Age and Contact Number	
	Educational & Technical qualifications of Proprietor/partners	
9	Educational & Technical qualifications of Engineers/Supervisors	
10	Number of in house Quality Inspectors, Manpower details with Educational Details	
11	Availability of qualified NDT personnel	
12	ISO 9001 certification :	
13	GST Registration Number.:	
Mandatory requirements for Detail Engineering		
Vendor should have the below requirements / facilities with their OWN or the same can be obtained through an External Agency tie up whom should meet the below requirements / facilities in total. In case of external agency tie up - Proof for agreements as required by BHEL is to be submitted.		
14	Vendor or their tieups should have confirmed capacity to make detail Engineering and release design documents such as GMS, Fabrication Drawings, Shipping List, Assembly drawings, Erection drawings, Shop notes and critical to quality details etc., for a Minimum. Quantity of 500MT/Fortnight and 1000 MT/Month.	Complete DDR as per BHEL requirement for 500 MT/Fortnight and 1000 MT/Month. Proof / Self declaration confirming the above requirement to be submitted / given.
15	Vendor or their tieups should have minimum 3 years' experience of having successfully executed DETAIL ENGINEERING of steel structures for power plants / Simillar Plants. Structures include Built-up columns, Roof girders, Floor beams & bracings, Wall Beams, Cladding, staircases etc. of elevator structures, Elevator, RC pump house, Silo & Silo structures, Equipment handling structures, tanks, BoP structures etc Cable trays & Pipe Racks, Duct & duct supporting structures, Tanks etc.,	Proof for successful completion of 2 such orders to be submitted.
16	Vendor or their tieups should be familiar in preparing two different types of drawings viz. ERECTION/ASSEMBLY DRAWINGS AND SHOP/FABRICATION DRAWINGS.	Proof / Self declaration confirming the requirement to be submitted / given.
17	Vendor or their tieups should be familiar and comply with the requirements of the design drawings procedures and with all industry standards and protocols, including those established by the American Institute of Steel Construction (AISC) and the American Welding Society (AWS).	Proof / Self declaration confirming the requirement to be submitted / given.



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18	Shop/fabrication drawings are utilized to specify the precise detailing prerequisites for fabricating each individual piece of a structure and therefore are utilized by the shop engineers to fabricate these pieces. Shop drawings will include material specifications, dimensions, member sizes and any other required additional information necessary for each finished member.	Proof / Self declaration confirming the requirement to be submitted / given.
General Mandatory Capabilities / Facilities Required		
19	Firms should have manufacturing and delivering capacity of Minimum 150MT / Month or 450 MT cumulatively in three months	Vendor have to manufacture and supply Minimum 150 MT per month or 450 MT cumulatively in three months - vendor have to confirm and Declare his capacity and submit proof for having supplied 150MT per month for consecutive 3 months during last two financial year period.
20	Electrical power availability (EB) in KW - Minimum 50 KW required. Attach EB Service card copy	
21	Indicate Land area - Minimum 0.90 Acre Main 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)	
22	Availability of approach road	
23	Availability of Fencing/Compund wall all around the land	
24	Covered Area for working (concrete/ Asbestos/ Metallic Sheet) in Sq.ft - Minimum shed size shall be Area 2400 sq.ft.	
25	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 for Fabrication		
26	Welding Gen / Rect /transformer 400 A(Make)/ CO2 weld equipment : Minimum 3 Sets.	
27	Manual Gas Cutting Set with blow pipe: Minimum 2 Sets	
28	Pug Cutting machine with Accessories : Minimum 2 Sets	
29	Electrode Baking Oven upto 300 degree c ; Minimum 1 No.	
30	Thermal Flask : Minimum 3 No's.	
31	Pedestal grinder : Minimum 1 No.	
32	Angular grinding machines : Minimum 2 No's	
33	Mechanical / Hydraulic press: Minimum 1 No.	
34	Portable Drilling Machine (Min 25mm): Minimum 1 No.	
35	Painting Facility - Compressor with Gun: Minimum 1 Set.	
36	Crane to handle 10 MT Job either self owned or on hire basis. Vendor has to give self declaration / confirmation	
37	MPI Test Unit owned or hired: Minimum 1 Set.	
38	Availability of Paint Coating Thickness Measuring Gauge: Minimum 1 No.	
39	Availability of power saw	
40	Measuring Instruments : Measuring Tape 3 mtr., 15 mtr., 30mtr., Vernier Caliper each 1 No. and Try Square 2 No's.	
41	Auto Welding(SAW) machine with necessary fixtures and Railings: Minimum 1 Set.	
42	Warpage Removal Facility for Heavy Built Up Columns	

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Annexure - J - Declaration of PQR and Monthly capacity Enq:650004E dt.09-12-2020, NIT_56109		
Declaration of other General Facilities available with Firm (Optional)		
43	Availability of alternate power source (Diesel /inverter) Indicate the capacity	
44	Concrete platform inside covered area in Sq.ft	
45	Availability of level bed (Flatness 1mm)	
46	Availability of straight edge	
47	Heat Treating Furnace with capacity	
48	Blast cleaning facility with all measuring instruments and mandatory legal documents	
Declaration of monthly supply capacity (sum of all will be considered as monthly capacity)		
a	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	-----MT - per Month
b	Complete <u>DETAIL DESIGN & MANUFACTURE OF DUCT STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	-----MT - per Month
c	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	-----MT - per Month
d	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	-----MT - per Month
TOTAL		-----MT - per Month
I/We certify that the details furnished above is true and correct		
Signature of the Vendor with Firm Seal		
Meeting the Eligibility Criteria for the following Groups	Not Meeting the Eligibility Criteria for the following Groups	
Signature of the Assessors		

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)

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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

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					
8.6	QUICK RATIO				
	$\frac{\text{CA - Inventory } \{8.5(1)-8.5(1)c\}}{\text{Current liability } \{8.5 (2)\}}$				
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 -----

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

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows: _____

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....

This shall be duly certified by Chartered Accountant

ANNEXURE-M

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%20%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

***(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____

Enquiry No. 650004E Dt. 09.12.2020_NIT_56109 - Short Description: Detail Design Engineering, Manufacturing And Supply Of Welded/Bolted Structures And Silo With Vendors Own Raw Material For Various FGD Projects (OVM&E)

SI No	Project ref	RS Ref. No	Scope of work and Product Description	Grand Total	UNIT	Delivery to	"Please Quote Your rates per M.T basis as per the scope including Transportation to respective site"
1	Mouda-1	AM04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	700 (+/-) 30%	MT	NTPC MOUDA Dist: NAGPUR MAHARASHTRA	Rs.-----/- (in words)
2	N K Pura 1	AK04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	800 (+/-) 30%	MT	NTPC-NORTH KARANPURA DIST- CHATRA JHARKHAND	Rs.-----/- (in words)
3	Barh st - I (3)	AB01	Complete <u>DETAIL DESIGN & MANUFACTURE OF DUCT STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	3140 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR	Rs.-----/- (in words)
4	Barh st - I & s	AB03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	800 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR	Rs.-----/- (in words)

Enquiry No. 650004E Dt. 09.12.2020_NIT_56109 - Short Description: Detail Design Engineering, Manufacturing And Supply Of Welded/Bolted Structures And Silo With Vendors Own Raw Material For Various FGD Projects (OVM&E)

5	Barh st - I & s	AB04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	2170 (+/-) 30%	MT	NTPC LTD., BARH SUPER THERMAL POWER PROJECT,BARH, BIHAR	Rs.-----/- (in words)
6	Panki	AP03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	350 (+/-) 30%	MT	PANKI THERMAL POWER STATION, KANPUR, UTTARPRADESH	Rs.-----/- (in words)
7	Panki	AP04	Complete <u>DETAIL DESIGN & MANUFACTURE OF PIPE RACK STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	240 (+/-) 30%	MT	PANKI THERMAL POWER STATION, KANPUR, UTTARPRADESH	Rs.-----/- (in words)
8	Bhusawal	AU01	Complete <u>DETAIL DESIGN & MANUFACTURE OF DUCT STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	370 (+/-) 30%	MT	MAHAGENCO LTD- BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA	Rs.-----/- (in words)
9	Bhusawal	AU02	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	180 (+/-) 30%	MT	MAHAGENCO LTD- BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA	Rs.-----/- (in words)

Enquiry No. 650004E Dt. 09.12.2020_NIT_56109 - Short Description: Detail Design Engineering, Manufacturing And Supply Of Welded/Bolted Structures And Silo With Vendors Own Raw Material For Various FGD Projects (OVM&E)

10	Bhusawal	AU03	Complete <u>DETAIL DESIGN & MANUFACTURE OF LIMESTONE SILO STRUCTURES WHICH INCLUDES BEAM/BOX TYPE BOLTED DESIGN TO BE MADE FROM PLATE FORMED STRUCTURES & ROLLED SECTIONS WITH ATTACHMENTS COVERED IN FGD</u> with vendors own raw material procured from BHEL Approved Material Suppliers , as per BHEL drawings and customer MQP. Scope includes blast cleaning to Sa 2½ finish and painting as per painting scheme (PS) issued by BHEL. Scope also includes delivery of finished goods to customer site .	350 (+/-) 30%	MT	MAHAGENCO LTD- BHUSAWAL THERMAL POWER STATION, DIST-JALGAON , MAHARASHTRA	Rs.-----/- (in words)
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We confirm our acceptance to all the terms and conditions of the tender enquiry No: 650004E dt.09-12-2020 under NIT_56109

(Stamped) Signature with date of authorised signatory

Name & Designation of Authorised Signatory

Annexure S

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

Please affix Rs.80/- Non Judicial
Stamp here

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) ² having its registered office at _____ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

List of Bankers from whom Bank Guarantee is to be obtained.

	Nationalised Bank	13	State Bank of Hyderabad	24	Standard Chartered Bank
1	Allahabad bank	14	Syndicate Bank	25	The Royal Bank of Scotland N.V.
2	Andhra bank	15	State Bank of Travancore	26	J P Morgan
3	Bank of Baroda	16	UCO Bank		Private bank
4	Canara Bank	17	Union Bank of India	27	Axis Bank
5	Corporation bank	18	United Bank of India	28	The Federal Bank Limited
6	Central bank	19	Vijaya Bank	29	HDFC
7	Indian Bank		Public Sector Banks	30	Kotak Mahindra Bank
8	Indian Oversea Bank	20	IDBI	31	ICICI
9	Oriental bank of Commerce		Foreign bank	32	Indusind Bank
10	Punjab National Bank	21	CITI Bank N.A	33	Yes Bank
11	Punjab & Sindh Bank	22	Deutsche Bank AG		
12	State Bank of India	23	The Hong kong and Shanghai Banking Corporation Limited		