

BHARAT HEAVY ELECTRICALS LIMITED
Regional Operations Division
Mumbai.



REGISTRATION
OF
SHIPPING AGENTS & MTOs

BE A PARTNER IN OUR PROGRESS

To
M/s _____

Dear Sirs,

BHEL, a Government of India Undertaking, one of the "Maharatna" Company, invites you to become a partner in our progress by participating in our process of augmenting the registered list for shipping agents / freight forwarders for sea imports/exports. BHEL is the largest engineering & manufacturing enterprise in India catering to the core sectors of the Indian economy viz. Power generation, transmission, Industry, Telecom, Renewable energy, defense etc.

Application are invited from eligible companies to register as shipping companies/shipping Agents/Freight forwarders (hereinafter known as Parties) and MTOs for import and export of consignment. The Limited Tenders are issued to BHEL Registered Vendors only.

The tender for Registration comprises of

- | | |
|----------------------------------|----------------|
| a) General Information | - SECTION – I |
| b) Vendor Registration criteria | - SECTION – II |
| c) Vendor Registration Form(VRF) | - SECTION –III |
| d) Declaration | - Annexure "A" |
| e) CA certificate | - Annexure "B" |
| f) Litigation History | - Annexure "C" |
| g) Office details | - Annexure "D" |
| h) Work Experience details | - Annexure "E" |
| i) Bank Details | - Annexure "F" |
| j) Framework Agreement | - Annexure "G" |
| k) MSE details | - Annexure H |
| l) Resources | - Annexure I |

This registration will be continuous process. On receipt of Vendor Registration Forms (Section III) along with relevant documents, **BHEL will ask any missing documents/information (if not submitted) from the Vendor within 30 days of submission of registration form, but only once. Vendor has to submit any missing documents/Information within one month of receiving written queries from BHEL.** If Vendor does not respond or submit required clarification/information/documents/details etc, within one month of receiving written queries from BHEL, The application of the Vendor for registration shall be deemed to be rejected. Fresh applications can be considered only after three month from the date of rejection. Date of rejection shall be considered as one month after date of BHEL clarification letter.

The registration documents shall be placed in a cover labeled with the contractor name, address and contact person. This cover may be super scribed '**REGISTRATION FOR SHIPPING AND MTO's' and addressed to ' SR. DY.GENERAL MANAGER, BHEL-ROD, 14/15th Floor, WTC 1; Cuffe parade ; Colaba; MUMBAI. Ref No : RE/MUM/EXP/GC-1801 Date : 01/06/2018**

Thanking you,
Yours truly,
For BHARAT HEAVY ELECTRICALS LIMITED
-SD-
Sr. Dy. General Manager / Exports

SECTION I

GENERAL INFORMATION

The indicative data on the Import and Exports of BHEL is here below for guidance:

Details of Volume Handled for 2017- 2018

1. No of Containers for export and Import - 650 TEU Approx
2. Value in Cr (FOB Value for export and CIF value for Import) - 1009 Cr
3. Total tonnage (Export and Import) - 2174 MT
4. Major Export Countries : Oman, Sudan, Senegal, Libya, Dubai, Zambia, Greece, Thailand, Bangladesh, Azerbaijan, Tajikistan, Afghanistan, Iran, Rwanda, D R Congo, Benin, Chili, Togo, Comoros, Sri Lanka, Vietnam, Iraq, Ethiopia, Egypt and other West African Countries.
5. Major Import Countries: European continent, Korea, US, Japan, Singapore, Italy ,Far east, Black sea port.
6. Items : The shipments would be mainly Power Plant Project Equipment's and material i.e Gas/Other Turbines, Condensers, Boilers, Transformers, Motors, Power Plant Auxiliaries being manufactured at various BHEL Units. The shipments would also be made for spares or transmission project items i.e Bushings etc in Containers.
7. **Registration Categories:** Registration of Parties for Exports and Imports shall be in the following categories of Ocean shipping activity:
 - a. Containers
 - b. Break Bulk
 - c. Heavy Lift
 - d. MTO (Multi Modal Transport Operator) General Cargo
8. The Parties may apply for registration for all or any of the categories stated above.
9. In order to participate in BHEL Tenders, the registered parties should have **Digital Signature Certificate of specification "CLASS 3-SHA2-2048 BIT-SIGNING & ENCRYPTION"**. In case, the registered party is not having the DSC of required specification, the same has to be procured by the party within 1 month of registration and has to intimate BHEL about the procurement of the same.
10. This registration process does not guarantee placement of order for shipping consignments.
11. All the parties who are registered with BHEL are required to quote for the tenders issued from the time to time. In case of non-participation in the inquiries/tenders issued by BHEL the vendor's registration shall be cancelled.

Guidelines for Filling-Up Registration Form

1. The Relevant Documents for registration can be downloaded from BHEL Website www.bhel.com and shall be submitted in prescribed format only.
 2. The filled up Registration form has to be submitted along with the supporting document at BHEL office, 14th Floor, Center-1, World Trade Center, Cuffe Parade, Mumbai-400005 either in person or by courier addressed to Vishwa Chandan , Dy Manager at above address.
 3. The Registration form along with required documents are to be submitted by attaching in the File with numbering of all the pages. Index should clearly mention the documents attached with page number. The File without page numbering will not be accepted.
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4. Please submit only the relevant documents which is required, please don't submit the documents which is not asked.
 5. All the pages of the documents to be signed by authorized signatory along with stamp and seal of the organization.
 6. A separate sheet may be attached if the space provided is insufficient or additional information is to be given.
 7. BHEL reserves the right to verify the authenticity of the documents from the originator.
 8. MSME Vendor has to attach the required document proofs if they are seeking to register under MSME Act.
 9. This registration will be continuous process. On receipt of Vendor Registration Forms along with relevant documents, BHEL will ask any missing documents/information (if not submitted) from the Vendor within 60 days of submission of SRF, but only once. Vendor has to submit any missing documents/Information within one month of receiving written queries from BHEL.
 10. 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.
 11. PO copies/Experience certificates/ or any other required documents may 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.
 12. 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).
 13. Just submission of Vendor registration form does not mean automatic registration. Registration shall be done after due evaluation and will be intimated accordingly.
 14. Registration of the Vendor will be done on the basis of the Qualification Criteria mentioned in SRF.
 15. For a document in language other than Hindi/English, a self-attested Hindi/English translated documents to be attached.
 16. Company seeking Registration will be bound by BHEL's "Guidelines for Suspension of Business Dealing with Vendors/Contractors". The same is available at website http://www.bhel.com/vender_registration.
 17. Reverse Auction will be held as per the Reverse auction guidelines which is available at http://www.bhel.com/vender_registration.
 18. BHEL Reserves Right to de-register the party, if it is found that vendor is Unresponsive in Quoting in the Tender
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SECTION – II

VENDOR REGISTRATION CRITERIA

Part A: Organisation Soundness					
Sr No	Parameters	Qualification Criteria	Evaluation by BHEL (Marks)		
		Documents Required	Criteria	Maximum Marks	Marks Awarded
1	NET WORTH: (from audited figures for the LATEST FINANCIAL YEAR)	Positive net worth (CA certificate in Annexure %B+ Required)	Yes :30	30	
			No: 0		
2	Bidder must have an average annual Financial turnover not less than INR 30 Lakhs for the last 3 years. (Documentary Proofs to be attached) (Audited Accounts of last three FINANCIAL YEARS & ROC details)	Annual turnover (CA certificate in Annexure %B+ Required along with Audited Account details i.e Balance sheet & P& L statement & ROC.	Criteria	Maximum Marks	Marks Awarded
			>= 50 Lakhs 60 30-50 Lakhs 50 <30 Lakhs 00	60	
3	Current Ratio = (Current Assets/ Current Liabilities) OR Quick Ratio = {(Current Assets . Inventories)/ Current Liabilities}	Current Ratio OR Quick Ratio (CA certificate in Annexure %B+ Required)	Criteria	Maximum Marks	Marks Awarded
			(=>1.5 :10 (=>1.25 < 1.5 :05 <1.25 :00 OR (=>1.25 :10 (=>1 :05 <1 :00	10	
4	The Company should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the company	Should NOT have been referred to BIFR/NCLT or declared %SICK+ by any Statutory Authority. (Self Certificate Required)	If referred than not qualified. If not referred then , marking as per above parameters	-----	
5	The Company should not have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank	Should NOT have been banned for business dealing(Self Certificate Required)	If banned than not qualified. If not banned than marking as per above	-----	
6	GST & PAN	Company should have GSTN & PAN.(Copy of GSTIN & PAN Required)	If Yes Qualified. If No not qualified		
	Remarks, if any :				
	QUALIFIED (TotalMarks:100) (Min. Qualifying Marks: 60)			NOT QUALIFIED	
	Signature of evaluation committee:				

Part B: QUALITY					
Sr No	Parameters	Qualification Criteria	Evaluation by BHEL		
		Documents Required	Criteria	Maximum Marks	Marks Awarded
1	Submission of work certificate / performance certificate from PSU / Govt Organizations	Work certificate / performance certificate from PSU / Govt Organizations for Ocean freight Forwarding in the last 7 years period ending on the date of submission of Application	Yes:20 No :0	20	
2	Submission of Work Experience Certificate from other customers	Work certificate certificate from other customers for Ocean freight Forwarding in the last 7 years period ending on the date of submission of Application	Yes:20 No :0	20	
3	Having continuous business in the last 3 years	In Ocean Freight Forwarding(CA certificate in Annexure B+Required)	Yes:20 No :0	20	
4	ISO 9001/14001 and OSHAS 18001 accreditation	Certificate copy required	Yes:20 No :0	20	
5	Having business with 3 or more customers for handling Project cargo/Steel Products like coils, rails, structural steel etc	BL Copy Required for Ocean freight Forwarding	Yes:20 No :0	20	
Remarks, if any :					
QUALIFIED NOT QUALIFIED (Total Marks: 100) (Min. Qualifying Marks: 60) NOTE: If any of the above 3 Qualification Criteria are met, the Contractor can be treated as Qualified for Part B					
Signature of evaluation committee:					

Part C: TECHNICAL					
Sr No	Category	Parameters/Documents Required	Qualification Criteria	Evaluation by BHEL	
				Maximum Marks	Marks Awarded
1	MTO	MTO Certificate : (Issued under rule 5 of the registration of Multimodal Transport operators rules 1992) from DG of Shipping , Ministry of shipping , Govt Of India	If Yes:80 If no :00	80	
		Minimum 3 nos of MTD issued on the name of Applicant in Last Financial Year (BL Copy on the name of applicant. If liner BL is being submitted that liner booking note required to be submitted along with Line BL)			
2	CONTAINER	MTO Certificate : (Issued under rule 5 of the registration of Multimodal Transport operators rules 1992) from DG of Shipping , Ministry of shipping , Govt Of India/ Or Customs/Port/Ice Gate registration	If Yes:80 If no :00	80	
		Minimum 500 TEUs handled in last 3 Financial Year (BL Copy on the name of applicant. If liner BL is being submitted that liner booking note required to be submitted along with Line BL)			
3	BREAK_ BULK(BB)	MTO Certificate : (Issued under rule 5 of the registration of Multimodal Transport operators rules 1992) from DG of Shipping , Ministry of shipping , Govt Of India/ Or Customs/Port/Ice Gate registration	If Yes:80 If no :00	80	
		Minimum 5000 Freight Tons in last 3 Financial Years (BL Copy on the name of applicant. If liner BL is being submitted that liner booking note required to be submitted along with Line BL)			
4	HEAVY- LIFT(HL)	MTO Certificate : (Issued under rule 5 of the registration of Multimodal Transport operators rules 1992) from DG of Shipping , Ministry of shipping , Govt Of India/ Or Customs/Port/Ice Gate registration	If Yes:80 If no :00	80	
		Minimum 3 Nos of Heavy Lift Ocean freighting in last 3 Financial Years(BL Copy on the name of applicant. If liner BL is being submitted that liner booking note required to be submitted along with Line BL)			

5	Office Details	Must have office at either of Mumbai/Chennai/Kolkata.(Property documents and details as per annexure %D+ required)	If No: Not qualified. If Yes marking as per above	----	
6	T&P, Machinery (owned by the Company)	Adequate T&P ,Machinery Owned by company	If Yes :10 If No :0	10	
7	CHA Licence	Applicant has CHA Licence in his own Name	If Yes :10 If No :0	10	
	Remarks, if any :				
	QUALIFIED NOT QUALIFIED (Total Marks: 100) (Min. Qualifying Marks: 60). Marking shall be done for each category i.e BB,CONT,HL,MTO seperatly as per applied category by Bidders.				
	Signature of evaluation committee:				

Part D: FINAL RECOMMENDATION**SUMMARY:**

Sl. No		Criteria	Maxm Marks	Qualifying marks *	Marks obtained
1	MTO	Organizational Soundness	100	60	
		Quality	100	60	
		Technical Capability	100	60	
		TOTAL(Qualified/ Not Qualified)	300	180	

Sl. No		Criteria	Maxm Marks	Qualifying marks *	Marks obtained
2	Container	Organizational Soundness	100	60	
		Quality	100	60	
		Technical Capability	100	60	
		TOTAL(Qualified/ Not Qualified)	300	180	

Sl. No		Criteria	Maxm Marks	Qualifying marks *	Marks obtained
3	BB	Organizational Soundness	100	60	
		Quality	100	60	
		Technical Capability	100	60	
		TOTAL(Qualified/ Not Qualified)	300	180	

Sl. No		Criteria	Maxm Marks	Qualifying marks *	Marks obtained
4	HL	Organizational Soundness	100	60	
		Quality	100	60	
		Technical Capability	100	60	
		TOTAL(Qualified/ Not Qualified)	300	180	

*Minimum Qualifying Score in Each category shall be 60%. Company having obtained 60 or more marks will be considered for Registration

Signature of Evaluation Committee

Section III
Vendor Registration Form

1. Organizational Information		
1.1 Name and Correspondence Address of the Firm/Company to be Registered		
1.2 Registered Office Address with contact Details		
	Website of the company	
	Land Line	
	Email	
	Fax	
1.3 Contact Person Name, Designation and full contact Details	Please attach business card of the contact person with gum	

1.4 Service for Which Registration is applied (Please tick correct option)	a. Containers b. Break Bulk c. Heavy Lift d. MTO (Multi Modal Transport Operator) General Cargo
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2.0 General Information

	2.1 Details of Chief Executive	2.2 Details of Authorized Signatory (Please attached authorization letter)	2.3 Details of Contact Person for Any clarification
Name			
Designation			
Aadhar No			
E-mail			
Land Line			
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	% share of Ownership	SC/ST (Y/N)	PAN	Aadhar No	DIN No (If applicable)

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 and Designation		Staff No and Last designation Held	
Unit & Department		Place of last posting (Unit & Dept)	
Relationship		Date of leaving service from BHEL	

3.1 Ownership Information (Document to be furnished)	Document to be furnished (Refer List of 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 sign by registrar of Firms
Proprietorship Firm	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	Please Describe the Nature of Your Company's Business in brief:

	Details
3.3 Year of Commencement of Business (Please attach relevant documents as a Proof)	
3.4 No of offices at different places in India	
3.5 Total no of Staff	List of Key Persons on rolls of the Company(Project Managers/Project Engineers, Key Account Managers etc)
3.5 Organization chart	Attach separately As Annexure
3.6 Overseas Office details	

4.0 Registration Particulars (Copy of relevant Documents to be attached)		
4.1	Whether Company is Micro/Small Enterprise (MSE) Category	YES/NO
4.1.1	Category as per extant MSME Act (Micro/Small/Medium)	
	Document to be furnished (any one) & (Tick the appropriate) <ul style="list-style-type: none"> ➤ Udyog Aadhar 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 	
4.1.2	MSE Ownership w.r.t. SC/ST, if applicable, document to be furnished (Tick the appropriate)	
	<ul style="list-style-type: none"> • Proprietor : SC/STCertificate () • Partnership Firm : SC/ST certificate of partners holding 51% shares & above () • Limited Company : SC/ST certificate of Directors/Owners holding 51% shares & above () 	

5	QUALITY SYSTEMS	Certificate Number	Document to be submitted	Remarks
5.1	Accreditation to ISO 9001	Copy of accreditation certificate		
5.2	Accreditation to ISO 14000	Copy of accreditation certificate		
5.3	Accreditation to OHSAS 18000	Copy of accreditation certificate		
5.4	In House Quality Systems	Copy of accreditation certificate		

6. SISTER CONCERNS

6	Name of Firm	% of Shares Owned	Location	Nature of Business
6.1				
6.2				
6.3				
6.4				

DECLARATION (On Letter Head of the company)

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

I/We _____ declare and confirm that the information furnished and attachments submitted with the application are true and correct. I/We are aware that any false information provided herein will result in the rejection of my/our application for registration. I/We shall be bound by the acts of the duly authorized signatory, who has signed this application and of any other person, who in 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 drawing and specifications received with work order/Tender, shall not be used in any way detrimental to the interest of BHEL and/or for any material, product or services directly or indirectly to any other customer.

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

I/We _____ agree to participate in E- procurements as and when required by BHEL.

Name : Position :

Date & Place : Signature along with Office Seal

CA certificate

The Financial Data for 3 years to be certified by the Statutory Auditor (CA) on his letterhead

Sl No	Description	For last 3 Financial Years previous to application Year. If audit is not completed for last FY details for previous 3 FY may be given along with certificate from the same auditor that audit is not completed for last FY year		
A	Total Turn Over of Company			
B	Turn Over for Container Shipments (Applicable for Container category of registration)			
C	Turn Over for Break Bulk Shipments (Applicable for Break Bulk category of registration)			
D	Turn Over for Heavy Lifts shipments (Applicable for Heavy Lifts category of registration)			
E	Turn Over for MTO Shipments (Applicable for MTO category of registration)			
F	Gross Profit			
G	Net worth (paid up share capital or partnership capital or proprietor capital + Reserves)			
H	Net Profit			
I	Current Ratio = (Current Assets / Current Liabilities)			
J	No of TEUs handled (Applicable for Container category of registration)			
K	Quick Ratio			
L	Break Bulk Tonnage handled (Applicable for Break Bulk category of registration)			
M	No Heavy Lifts handled (above 100 MTs) (Applicable for Heavy Lifts category of registration)			
N	No of MTDs handled (Applicable for MTO category of registration)			

The above information is inline with declaration made to statutory bodies line ROC/Annual report.

Date:

Signature, Seal, Date

(Authorized Signature)

Litigation History

Name of Company : _____

Applicant shall provide information on any history of litigation or arbitration resulting from contracts executed in the last ten years or currently under execution.

Year	Award FOR or AGAINST Bidder	Name of client	Cause of litigation, and matter in dispute	Disputed amount In Rs. Lakhs

Date

Signature , Seal:
(Authorised Signatory)

Annexure D

Information on Vendor's office

Name of the party:

Sn	Description	Mumbai	Chennai	Kolkata
1	Office Address			
2	Telephone No			
3	Mobile No			
4	Email IDs			
5	Office in-charge name			
6	Off in-charge mobile no.			
7	Total strength of Employees			

Date:

Signature , Seal:
(Authorised Signatory)

Annexure E

**Details of Work Experience (Attach PO/WO copy and completion/Performance certificate.
Contract applicable are only for Ocean Freight activities not for CHA or Handling
activities)**

WORK EXPERIENCE (in the last 7 years period ending on the date of submission of Application): (Use additional sheets if required). (Furnish details of only those PO/Work order for which PO copy/WO and Performance certificate is available and attached.)

Sl No	Full Address of Client and Officer in charge	Postal of	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion
	(i)		(ii)	(iii)	(iv)	(v)	(vi)
1							
2							
3							
4							
5							

Signature , Seal & Date :

(Authorised Signatory)

Annexure -F**Electronic Fund Transfer/Bank Details****(On company Letter Head)**

Information of Bank Account of Company	Document to be submitted
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted:</p> <ol style="list-style-type: none">1. Name of the Company2. Name of Bank3. Name of Bank Branch4. City / Place5. Account Number6. Account type7. IFSC code of the Bank Branch8. MICR Code of the Bank Branch9. Authorized finance representative in case of query for above	<p>Information of Bank Account of the Company duly endorsed by the Bank</p>

Date:

Signe of Authorized Signatory

Stamp & Seal

Annexure-G

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

(For Vendors 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
ROD 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 ~~%Vendor+~~).

The Vendor 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 Vendor, 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 Vendor from time
to time and the Vendor 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 Vendor 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. **“Vendor”** 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 Vendor.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Vendor 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 Vendor 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 Vendor; 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 Vendor. 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 Vendor 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 Vendor, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Vendor acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Vendor, 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 Vendor 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 Vendor any license or rights of use of such patent,

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 Vendor.

4.4 The Vendor 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 Vendor 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/Vendors (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 Vendor or its employees or sub-contractors/Vendors that is claimed by a foreign collaborator from the Company shall be wholly borne by the Vendor and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Vendor 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 Vendor 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 Vendor 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 Vendor.

5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Vendor, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Vendor 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 Vendor 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 Vendor shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Vendor agrees that without prior written consent of the Company, the Vendor 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 Vendor 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 Vendor or the scope of work thereof or share any document or correspondence by and between the Company and the Vendor 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 Vendor.
- 5.5 The Vendor 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 Vendor 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 Vendor shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor.
- c) is developed independently of the Disclosing Party by the Vendor 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 Vendor 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 Vendor under clause 5.4 shall continue to subsist for a further period of ----- years.

8. Warranties & Undertakings:

a) The Vendor 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 Vendor 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 Vendor 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 Vendor further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work
or

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

e) The Vendor 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 Vendor of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Vendor hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Vendor. On mere written demand of the Company, the Vendor 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 Vendor agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Vendor under any Contract then existing between the Company and the Vendor, in case the Vendor 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 Vendor 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 Vendor 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 either of Mumbai/Delhi/Chennai/Kolkata.

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 Vendor 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 either of Mumbai/Delhi/Chennai/Kolkata.

SIGNATURE

WITNESSES

1

Name
Address:

2.

Name:
Address:

*(Applicable only for MSE Suppliers)***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:

Name :

(Signature)

Membership number:

Seal of Chartered Accountant:

Annexure I**RESOURCES**

A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY (Attach separate sheet if required)

Sl No	Description of Machinery /Equipment/Tools	Make	Capacity	Year	Qty	Remarks
	(i)	(ii)	(iii)	(iv)	(v)	(vi)
1						
2						
3						
4						
5						

Date:**Signature, Seal
Authorized Signatory**

CHECK LIST TO BE ENCLOSED WITH APPLICATION FORM

Sl.No.	Check Point	Yes/No	Relevant Page Nos in file
1.	Application form for registration duly filled		
2	Annual Report of Last 3 Financial Year.(Previous to the application Year)/ Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for last three years).		
3	Notarized copies of following applicable documents: Memorandum of Articles of Association/ Certificate of incorporation/ Partnership Deed etc		
4	PAN card details & GST Details		
5	ISO 9001/14001/18001 Details (Attach relevant documents)		
6	Details of Pending Legal/Arbitrations issues on contractual aspect with customer (Refer Annexure C)		
7	Self-Certification stating that The Company should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the company		
8	Self-Certification stating that The Company should not have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank		
9	Customs / Ice gate/ Port Registration/DG Shipping MTO certificate		
10	CA certificate as per annexure %B+. CA certificate should be strictly in such format only		
11	Work Performance Certificate from PSU\$ /Govt Organizations.(For Ocean Freightng contracts)		
12	Work Performance Certificate from other organization other than PSU\$ /Govt Organizations. (For Ocean Freightng contracts)		

13	Experience for handling Project cargo/Steel Products like coils, rails, structural steel etc (Ocean Freightling) (BL Copy with description of cargo)		
14	BL copy of TEU Handled in last 3 Financial Year (BL Copy on the name of applicant. If liner BL is being submitted that liner booking note required to be submitted along with Line BL) (At least 500 TEU required)		
15	BL copy of Heavy Lift Shipments above 100 Tons per package handled in last 3 Financial year (At least 3 required)		
16	BL copy of 5000 FRT volume handled in last 3 Financial year		
17	Details of office(Must have office in Mumbai or Chennai or Kolkata)(Details as per annexure D and relevant property documents for any one location out of three)		
18	Letter of authorization or Power of Attorney for signatories to act on behalf of company		
19	Organizational Chart.(Project team)- Attach separate annexure		
20	CHA License copy in case you have your own CHA		
21	Annexure %A+duly signed and stamped at letter head		
22	Annexure %C+i.e Litigation history		
23	Details of Work orders as per annexure %E+with documents		
24	EFT and Bank details as per annexure %F+		
25	Frame work confidentiality agreement as per attached annexure %G+		
26	CA certificate for MSE vendors as per annexure %H+		
27	List of Tools and Equipment\$I as per annexure I		

