



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :0431-2577938
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: tvenkat@bheltry.co.in
Web:

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Enquiry No	Enquiry Date	Due Date for Quotation
2661700666 - 46	11.12.2017	03.01.2018
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	331032270000 HIGH PRESURE MERCURY VAPOR LAMP400W E40 High pressure Mercury vapour lamp with a quartz discharge tube enclosed, internally phosphor coated outer shell, E40 cap base,(HPL_N version) colour temperature 3900K, lumen out put 22750, lamp wattage 400, suitable for 230/250 volt, Rated for 400 watts. Equivalent make of:PHILIPS,OSRAM,GE,BAJAJ,CROMPTION and PIONEER Only suitable. PRE - QUALIFICATION CRITERIA: The BIDDER has to compulsorily meet all the following requirements and supporting documents should be furnished with out which the offer will not be considered for technical evaluation. 1. Vendor shall be a manufacturer or an authorized dealer for supply of lighting items. In case of authorized dealer the vendor should submit their dealership certificate. 2. Vendor shall necessarily furnish purchase order copies of customers to whom similar items have been supplied.	NO	100.000	100.00	10.02.18
20	331031120000 ELECTRONIC BALLAST 2X14 WATT T5 LAMPS Electronics Ballast for 2x14 watts T5 lamps.System power 32w,system current0.14A, Lamp power 13.5w,ballast losses 5w,operating range 180-270vOLT and power factor 0.98.Automatic restart after lamp replacement(or)Voltage clip and over voltage protection. HarmonicsTHD<10%. Equivalent make of:PHILIPS TYPE EBT214.	NO	200.000	200.00	10.02.18

General Note:

General Note:

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

[Signature]
Senior Engineer
MANAGER, PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



429-002/A

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1. POINT-BY-POINT CONFIRMATION TO BHEL'S SPECIFICATIONS, COMMERCIAL TERMS & CONDITIONS ARE TO BE PROVIDED BY THE VENDORS IN "ANNEXURE A&B.

2. FILL UP ANNEXURE A. PLEASE ENSURE THAT ALL TERMS & CONDITIONS SHOULD BE INDICATED IN THE ANNEXURE A TO BE ATTACHED WITH THE OFFER POSITIVELY.

3. VALIDITY OF THE OFFER SHOULD NOT BE LESS THAN 120 DAYS.

4. WHEREVER FOR SPLITTING OF ORDER AS PER ANNEXURE II CLAUSE 27, IF SPLITTED QUANTITY COMES OUT <1, THE SPLITTING OF ORDER WILL NOT BE FEASIBLE. (For MSE vendors.

5. TENDER OPENING EXTENSION REQUEST SHOULD BE INTIMATED BEFORE 48 HOURS OF TENDER OPENING.

6. Fill Supplier Registration form Send along with offer.

LIST OF ATTACHMENTS:

1. ANNEXURE-II TERMS AND CONDITIONS OF THE ENQUIRY.

2. ANNEXURE-V- CA certificate format (as per MSMED act 2006) to be furnished, if applicable -Refer ANNEXURE II CLAUSE 27 (For MSE vendors)

3. ANNEXURE-A CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATION-TO BE FILLED BY THE SUPPLIER.

4. ANNEXURE-B MODEL PRICE BID FORMAT.

5. ANNEXURE-VI CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

6. SRF (Supplier Registration form)

All the tenders may be addressed to the following address:

The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender_cell@bheltry.co.in.

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

SURESH KUMAR
Senior Engineer
MM / Services / CP & SP
BHEL, TIRUCHIRAPALLI - 620 014
PURCHASE
FOSSIL BOILERS
Yours faithfully,



429-002/A

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As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

The supplier shall submit EI/EII forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EII forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EII forms pending to be issued

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

SUNIL KUMAR
Senior Engineer
MM / Services / CP & SP
MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

**HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI-620 014****TERMS AND CONDITIONS OF THE ENQUIRY (TWO PART BID)**

1. The tender will be operated on two part bid basis i.e. (I).Techno-Commercial Bid & (II).Price Bid.
2. Techno-Commercial Bid: Containing Technical details, specifications, commercial terms and conditions Taxes ,delivery terms, delivery schedule, validity of offer, payment terms (except price details), acceptance for LD clause, RP clause etc. as per **ANNEXURE-A shall be submitted in bid part-I** and super scribed as “TechnoCommercial Bid” for Enquiry No:Dt:Due Dt:
3. Price Bid: Containing the price details shall be put in a separate cover (2) and superscripted as “Price Bid” for Enquiry No:Dt:Due Dt: as per **ANNEXURE –B** (submitted in your company letter head)
4. You are requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as “Techno-Commercial Bid and Price Bid“ **for Enquiry No:Dt:Due Dt:**
Your Quotations should be sent to:

The Tender Opening Cell/MM**Room No-26 , Building – 24 , Ground Floor****Bharat Heavy Electrical Limited****Tiruchirapalli- 620014 .**

In case personal delivery of the offer , it shall be dropped into the respective box after duly entering the data in the system kept in room no 26 .

Vendors are requested to avoid submission of offers thro email / fax . In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only “ **tender_cell@bheltry.co.in** “

In case offer is not sent to the **tender_cell@bheltry.co.in** & offer only sent to the any other BHEL trichy official email id will not be considered.

As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender’s distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening .

5. Any supporting documents should not be addressed to any individual's name but only by designation.
6. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures.
 - a) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (c) and (d) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
7. Please submit point wise compliance to our specifications, terms and conditions. Otherwise it will be presumed that you are accepting

BHEL's terms and conditions. Fill Up Annexure A. Please Ensure That All Terms & Conditions Should Be Indicated in The UnPriced Bid To Be Attached With The Techno-Commercial Bid Positively (ANNEXURE-A)

8. Offer/s received after due date and time: **02:00 pm** will not be considered under any circumstances.
9. **Validity** of quoted rates should be maintained minimum for **120 days** from the date of Tender opening for ordering (Technical Bid). The quoted/Finalized rates shall be Firm till completion of the supplies.
10. The rates are to be quoted on **F.O.R. BHEL TRICHY STORES basis and including Packing & marking charges, Freight & Transit Insurance charges which are payable to supplier**. All the items should be supplied at our stores, BHEL / TRICHY-14 at your own cost. Offers with any other delivery conditions is not acceptable.

IMPORTANT NOTE:

FOR Indian Bidders

(I) Delivery condition like Ex-works / Ex-godown / Transportation of materials through transport carriers from your works up to the transport carrier's office at Tiruchy and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us)

▪ **For Foreign Bidders :** (For Mode of shipment by Sea.)

Bidders should submit their offer for CFR / Chennai Port basis with freight break up details

PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL..

CONTAINERIZED CARGO

For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.

In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

BREAKBULK CARGO

For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.

The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.

Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:

Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival Discrepancy in documents

Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)

II) All the shipments for the contracts (POs) finalized on CFR/CPT -Chennai Port, CIF/CIP-Chennai Port, DDU/DDP Chennai Port basis

Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.

The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge will not be borne by BHEL.

The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:

- CIC - Container Imbalance Charges/Surcharges EIC
- Equipment Imbalance Charge/Surcharges
- CAF - Container/Currency Adjustment Factor
- BAF - Bunker adjustment Factor
- RDS - Rupee Depreciation Surcharge
- CDS - Currency Depreciation Surcharge

AIR CARGO

FOB/(name of Loading) airport basis only.

Bidders should submit their offer for FOB/(name of Loading) airport basis only. Details of Gateway Airport with applicable Foreign Currency is attached in schedule-F.

11. Payment Terms (Indigenous)

Payment term is "100% direct EFT payment after 45 days from the date of receipt and acceptance (supply, installation & successful commissioning of the system, wherever if applicable) of materials at BHEL Stores".

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

Payment other than credit payment will not be acceptable & will be rejected.

Offers of indigenous Suppliers with payment terms as LC / Advance Payment, Payment through bank etc. will be rejected.

Payment term for supply portion(For import supplies)

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as mentioned below :

"Base rate of SBI (as applicable on the date of bid opening. Techno Commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.

In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.

For LC at sight the loading will be considered @ 3.5% on the offered Value.

Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs etc will be rejected.

Payment terms for Indian agent:

Indian Agency Commission ,if any, shall be clearly specified in the offer and the same will be paid in Indian Rupees against acceptance of the materials

12. Liquidated Damages / Penalty:-

The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' (E&C wherever if applicable) will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C' (E&C wherever if applicable). Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

**** In case of single delivery date , Order should be completed 100% for processing the bill, otherwise LD will be calculated based on Total PO Value restricted to Max % as mentioned in the PO Condition column**

Material Despatched after Due date: Once the delivery due date is crossed, bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch. LD percentage will be calculated from Delivery due date to final despatch date.

The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

For the purpose of Imposing LD, the FOB delivery , (CIF/CFR) delivery (B/L date/ test certificate date) /LWB dt shall be considered

13. If Guarantee / Warranty period is applicable as per tender specification, No deviation permitted and deviated offers are liable for rejection.

14. **IMPORTANT NOTE: BHEL WILL CONSIDER THE RANKING AFTER THE LOADING IS APPLIED AS REFERRED ABOVE WHEREVER DEVIATIONS ARE OBSERVED.**

15. No revision of prices will be entertained at any circumstances after tenders are opened.

16. While quoting price it will be ensured that all terms& conditions as per GST act is followed.

17. On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. The price bids of techno-commercially suitable bidders will be opened at a later date with prior intimation to respective suitable bidders.

18. Cost Evaluation

Evaluation will be done on the basis of "Total landed cost to BHEL Trichy".

For evaluation , the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.

BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.

Normally BHEL reserves the right to place order for individual items with different vendors. At special circumstance ranking shall be done on compatible basis which will be indicated through Enquiry special instruction General Notes.

In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items may be shared equally among all the L1 vendors .

19. BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.

20. Lowest price received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever. (wherever if applicable).

21. BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. (wherever if applicable).

22. **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

23. **RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the previous supplier has failed to

deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.

Risk Purchase clause will be applicable.

Deviated offers with non-acceptance of Risk Purchase clause will lead to rejection of offer.

24. **PREFERENTIAL DELIVERY:**(Applicable in the case of BHEL's Enquiry specifies Preferential Delivery in the Special Instructions) It should be noted if a contract is placed on a higher tendered as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all elements of freights, Sales tax, duties and other incidents, incidental in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract, such difference amount in addition to penalty at the rate mentioned in our LD clause.
25. **GST CREDIT:** Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.
26. Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted by purchaser in written will not be applicable to the contract.
27. The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government,

20% of the tendered quantity is earmarked for MSE suppliers in this tender.

Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II **certificate or Udyoug Aadhar No with due validity** along with attested copy of a CA certificate (Format enclosed at Annexure -V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above before price bid opening.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. **Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "**

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of

SC/ST category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 20% of quantity will be shared till quantity split is feasible & rest of 20% will be awarded to lowest quote of valid MSE supplier.

Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

28 . For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.

29. In the event of more than one vendor becoming L1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.

30The correspondence between the bidder and BHEL through email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business

transaction and hence binding on both the parties. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid & clarification sought through mail acceptable by BHEL will be considered.

31 Equipment will be inspected and proved at vendor's works prior to dispatch, if applicable as per tender condition. However final inspection and acceptance of equipment will be after installation at BHEL, Trichy.

32 Erection / commissioning charges, if applicable as per tender condition will be clearly mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.

33. Price shall be quoted item wise.

34 Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, TIRUCHIRAPALLI basis

35 The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.

36 Part Shipment or Transshipment is not permissible (For import supplies)

36 In case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies, shall be borne by the supplier / Indian agent. (For import supplies)

38 Indicate Nearest airport & sea port, Country of Origin. (For import supplies)

39 Vendors Meeting Our Pre-Qualification Criteria & Technical Specification Will Be Essential For Consideration Of Offer.

40 For The Vendor Willing To Participate In Tender Opening, The Representative Should Have Valid Company ID Proof & Authorization Letter From The Concerned Firm Who Has Submitted The Offer.

41 After Technical Scrutiny Of The Offers, Price Bid Of Only Technically Qualified Vendors Will Be Opened With Prior Intimation.

42 If The Due Date Of Tender Opening Happens to be a Holiday, Those Tenders Will Be Opened On Next Working Days

43. For any clarification you can contact to navanee@bheltry.co.in, surajkumar@bheltry.co.in,

44 This Tender Is Hosted Both In Bhel Website And In NIC, PSU Portal, And Any Corrigendum May Be Viewed in BHEL's website <http://www.bhel.com> (Tender Notification page)
Govt. Tender website <http://tenders.gov.in> (Public sector units > Bharat Heavy Electricals Limited Page)

45 INDIAN AGENTS OF FOREIGN SUPPLIERS & DEALERS /TRADERS/DISTRIBUTORS OF OEM :

BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement

It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.

If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.

Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract lies with the OEM/ foreign principal.

Either the Indian agent or dealer/trader/distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent or dealer/trader/distributor and Principal/OEM, then the offer from Principal/OEM only will be considered.

If an agent or dealer/trader/distributor submits bid on behalf of the Principal/OEM, the same agent or dealer/trader/distributor shall not submit bid on behalf of another Principal/OEM for the same item. If an agent or dealer/trader/distributor or submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

If at any stage it is found that the OEM has appointed an agent who

- a. Is banned by BHEL OR
- b. is an employee of a banned agent or
- c. is found to be representing more than one OEM in the same tender the OEM(s) shall be disqualified

46. **ARBITRATION** : All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

Any dispute arising out of or in connection with this Agreement shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 012 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirapalli, and the language shall be English. The courts at Tiruchirapalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.

47The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.

48If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier.

49BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason

50Unloading at BHEL Unit / Site has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

51.The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

52.Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders before Price Bid Opening / Reverse Auction.

53.There is no minimum quantity for placement of purchase order.

54 Supporting Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

55.BHEL shall be at liberty to cancel the requirement as per tender partially or fully at any stage, without giving any reasons partially or fully .

56 . In case of receipt of order vendor will need to send consignment/material as indicated in PO

In case of dispatch by courier/Lorry kindly put/paste the Delivery chellan (extra copy) on the top of packed consignment box & another copy of DC inside the box.

Consignment should be forwarded to the PO consignee address only along with extra/xerox copy of invoice (wherever applicable) .It should be supported with Delivery chellan copy.

(Kindly do not forward any consignment to purchase dept. or do not address the consignment to the name of any official)

57 Vendor's confirmation for any terms & conditions should be uniform throughout the offer. In case any discrepancies is found in the quoted term & condition of Annexure A & Vendor's own format of quotation BHEL reserves the right to consider terms mentioned in annexure A.

58 TAXES AND DUTIES :

GST IN, GST% FOR EACH ITEM. HSN CODE **for each item** , ARE TO BE QUOTED

59 If the quoted prices by the LI suitable vendors for netcash out flow to BHEL is same and quantity splitting is not feasible. in such case revised price bid may be asked from those respective suppliers for the respective item/items. (Wherever, if applicable)

60 The basic amount will be arrived by deducting the applicable GST taxes & duties, freight & insurance charges. GST Taxes& duties will be paid over total quoted amount. Including Packing , marking charges, Freight& insurance amount

61. Vendor may View Bill Status in www.bheltry.co.in -> materials management systems -> login id - Vendor Code and Password

62. . For the New vendors- In case of ordering bills against the PO shall be processed only on receipt of the following:

- a) Send the hard copy of EFT Format (will be informed at the time of PO) duly filled-in in a Single Page with all the certification formalities by you & your bankers
- b) One Cancelled cheque of your account (from the concerned bank) must be sent.
- c) The Vendor's code as per PO & address must be as per billing address mentioned in PO.

63) If winning bidder who gets the order are unable to login or still if you have any difficulty kindly let us know

64 Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines .Our Provisional GST registration no.-**33AAACB4146P2ZL**. However, *it will be mandatory to confirm from BHEL for this mentioned GST no.* Suppliers may quote their GST no with valid proof in the quotation .Also before quoting of tender it is suggested to consider all the factors before quoting the tender in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.

65 BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units

66 **GST compliance for Indigenous suppliers:**

- a. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer..
- b. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- e. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In

- case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- f. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
 - g. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
 - h. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
 - i. This is to inform that GST portion of invoice ,shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
 - j. that in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

67 Imports and Input Tax Credit (ITC):

In GST regime, input tax credit of the integrated tax (IGST) and GST Compensation Cess shall be available to the importer and later to the recipients in the supply chain, however the credit of basic customs duty (BCD) would not be available. In order to avail ITC of IGST and GST Compensation Cess, an importer has to mandatorily declare GST Registration number (GSTIN) in the Bill of Entry. Provisional IDs issued by GSTN can be declared during the transition period. However, importers are advised to complete their registration process for GSTIN as ITC of IGST would be available based on GSTIN declared in the Bill of Entry. Input tax credit shall be availed by a registered person only if all the applicable particulars as prescribed in the Invoice Rules are contained in the said document, and the relevant information, as contained in the said document, is furnished in FORM GSTR-2 by such person. Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

Customs EDI system would be interconnected with GSTN for validation of ITC. Further, Bill of Entry data in non-EDI locations would be digitized and used for validation of input tax credit provided by GSTN.

Note: In cases where imported goods are liable to Anti-Dumping Duty or Safeguard Duty, calculation of AntiDumping Duty or Safeguard duty would be as per the respective notification issued for levy of such duty. It is also clarified that value for calculation of IGST as well as Compensation Cess shall also include Anti-Dumping Duty amount and Safeguard duty amount.

68. High sea sales for import supply would not be accepted.

69. Wherever Service is associated in the tender scope (For cases Service PO is released – Supplier has to pay GST for all charges including transportation, boarding etc.)

70. Normally offer to be submitted with in due date only. Any tender due extension request to be given on or before 48hrs of due date & time.

71. Suppliers will have to mandatorily fill& send the SRF (Supplier registration form) as attached with tender.

73. BHEL reserve the right for asking sample / drawing approval / Pre-Dispatch Inspection before bulk supply of the materials (If required)

Annexure-V

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 RsLacs is within permissible limit of
Rs. Lacs for Micro / 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 –A(a) (CHECK LIST FOR TECHNICAL & COMMERCIAL TERMS CONFIRMATIONS)

(a).TECHNICAL TERMS CONFIRMATION: AGAINST ALL ENQ SL NOS (TO BE SUBMITTED IN **BID PART NO: 1**- Techno-commercial bid)

ENQUIRY NO.& DATE :

Bidder's offer no. & date

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	Quantity	Consignment weight against each item separately	whether quoted/ not quoted	GST HSN ITEMWISE	GST %
10								
20								
30								
40								
50								
60								
70								
80								
90								
100								
110								
120								
130								
140								
150								
160								
170								
180								

Signature & Office Seal of the vendor

ANNEXURE –A (b).COMMERCIAL TERMS CONFIRMATION REQUIRED FROM SUPPLIERS NOS (TO BE SUBMITTED IN **BID PART NO: 1- Techno-commercial bid**)

ENQUIRY NO.& DATE:

Bidder's offer no. & dat

SL NO	DESCRIPTION	BHEL REQUIREMENTS	Vendor to fill up
1	VALIDITY	MINIMUM 120 Days from Date of tender opening	
2	DELIVERY BASIS	Indigenous supply: FOR BHEL TRICHY STORES	
		FOREIGN BIDDERS (Sea mode) CFR/ chenani port basis	
		FOREIGN BIDDERS (Air cargo) FOB Loading airport basis	
3	Packing& marking charges, if any	SUPPLIER TO QUOTE IN % ONLY	
4	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL / TRICHY STORES	SUPPLIER TO QUOTE IN % ONLY To be quoted extra over basic rate of items if applicable	
5	GST IN CODE	SUPPLIER TO QUOTE	
6	GST % FOR EACH ITEM	SUPPLIER TO QUOTE	
7	IGST% & GST COMPENSATION CESS (If material imported by Indian supplier)	SUPPLIER TO QUOTE	
8	HSN CODE FOR EACH ITEMS	SUPPLIER TO QUOTE	
9	Deivery schedule from the date of intimation of purchase order/letter of intent/ approved drawing/ predispach inspection clearance dt/ Sample approval (wherever applicable)	SUPPLIER TO QUOTE IN NO. OF DAYS/WEEKS	
10	PAYMENT TERMS	As per Clause 11 of Terms and Conditions of the Enquiry (Annexure-II)	
11	LIQUIDATED DAMAGES CLAUSE	As per Clause 12 of Terms and Conditions of the Enquiry (Annexure-II)	
12	RISK PURCHASE CLAUSE	As per Clause 23 of Terms and Conditions of the Enquiry (Annexure-II)	
13	GUARANTEE / WARRANTY	AS PER TENDER CONDITION	
14	ERECTION / COMMISSIONING	AS PER TENDER CONDITION	
15	Origin of dispatch of consignment (City name)	SUPPLIER TO QUOTE	
16	Nearest airport & sea port (For import supplies)	SUPPLIER TO QUOTE	
17	Country of Origin (For import supplies)	SUPPLIER TO QUOTE	
18	Approximate gross weight of the total consignment after packing	SUPPLIER TO QUOTE	
19	Approximate dimensions of the total consignment	SUPPLIER TO QUOTE	
20	FOB/CFR charges if any	SUPPLIER TO QUOTE	
21	FOREIGN BIDDERS Any other charges, if any	SUPPLIER TO QUOTE	
22	Port of Loading (For import supplies)	SUPPLIER TO QUOTE	
23	Order to be placed on	SUPPLIER TO QUOTE	
24	CONTACT PERSON DETAILS	NAME:	
	MOBILE NO:	LAND LINE NO:	FAX:
	EMAIL :		

NOTE: a). -It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained. b)Your specific acceptance to our Payment terms,LD & Risk Purchase Clause are essential for consideration of your offer. c).No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Full postal Address:

Signature & Office Seal of the vendor

ANNEXURE –B (MODEL PRICE BID FORMAT)

Indigenous Supply

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD MENTION AS “NOT QUOTED” AGAINST THAT ENQ SL NO. (TO BE SUBMITTED IN COVER NO: 2-Price bid cover)

ENQUIRY NO.& DATE :

Bidder's offer no. & date

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	quantity	Rate in Rs.	Value in Rs.
10						
20						
30						
40						
50						
60						
70						
80						
90						
100						
110						
120						
130						
140						
150						
160						
170						
180						

Signature & Office Seal of the vendor

ANNEXURE –B (MODEL PRICE BID FORMAT)

FOREIGN BIDDERS

PRICE BID FORMAT OF ALL QUOTED ITEMS, IF ANY ITEM YOUR ARE NOT QUOTED SIMPLY YOU SHOULD

MENTION AS “NOT QUOTED” AGAINST THAT ENQ SL NO. (TO BE SUBMITTED IN COVER NO: 2-
Price bid cover)

ENQUIRY NO.& DATE :

Bidder's offer no. & date

SL. No	Description of item	unit	Quantity	Unit Rate in (indicate FC)	Value in (indicate FC)
10					
20					
30					
40					
50					
60					
	Ex-Works value				
	Packing & Forwarding charges,if any				
	FOB charges if any				
	FOB value (indicate the name of the port)				
	Approximate freight charges (freight charges to Chennai port)				
	CFR value (Chennai port)				
	Transit insurance charges				
	CIF value (Chennai port)				
	Approximate net weight of the total consignment				
	Approximate gross weight of the total consignment after packing				
	Approximate dimensions of the total consignment				
	The price indicated shall be inclusive of all accessories, spares etc. as given in the scope of supply.individual item-wise break-up price shall be attached as an annexure to this price bid format				

NOTE:-

- It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained
- The prices are to be offered only on FOB/FCA basis, inclusive of Packing & Forwarding charges if any.
- No row shall be left blank. Please indicate NA, in case the item is “not applicable”
- The price bid should be submitted only as per the above format.

Full postal Address

Signature & seal of Vendor

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

ENQUIRY NO.& DATE :

Bidder's offer no. & date

SL NO	Documents submitted	Vendor's Confirmation Yes/No
01	Offer Submitted in 2 part bid system i.e. (I).Techno-Commercial Bid & (II).Price Bid inside a separate larger sealed envelope and this envelope shall be super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No:Dt.:Due Dt.:	
02	Annexure – A Part-a) TECHNICAL TERMS CONFIRMATION & Part-b) COMMERCIAL TERMS CONFIRMATION to be submitted along with BID PART-I	
03	Pre-Qualification Criteria fulfilled & documents Submitted	
04	Authorization letter submitted from OEM/ manufacturer submitted without fail (Wherever if applicable)	
05	Point to point confirmation for consideration of offer without fail provided in Anneure A(a) and attached with offer.	
06	Point to point wise confirmation for consideration of offer without fail provided as per tender technical terms as mentioned in the description column	
07	Point to point confirmation for consideration of offer without fail provided in Anneure A(b) and attached with offer	
08.	Commercial terms like GST IN, GST% , HSN CODES, Payment, LD, Risk purchase clause quoted	
09	Annexure-B- Price Bid to be SUBMITTED IN SEPARATE COVER NO: 2	
10.	Documents/Technical catalogues /DRAWINGS, (wherever as applicable) submitted as per tender condition	
11.	Point To Point confirmation & all the documents for consideration of offer without fail provided as per tender condition	

Signature & Office Seal of the vendor

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/ Wealso 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/ Wehave 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.



BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-C

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/ DIVISION 1/ BRANCH 1/ SISTER CONCERN 1:						
• WORKS 2/ DIVISION 2 / BRANCH 2/ SISTER CONCERN 2:						
•						
• WORKS N/ DIVISION 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/ DIVISION (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)

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor



BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-C

(Attach organization chart)			
2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.		2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY	
Name of BHEL Employee		Name of Ex. BHEL Employee	
Staff No.& Designation		Staff No.& last Designation held	
Unit & Department		Place of last posting (Unit & Dept.)	
Relationship		Date of leaving Service from BHEL	
3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)			
3.1 OWNERSHIP		DOCUMENTS TO BE FURNISHED	
Govt. Of India Undertaking		-	
State Govt. Undertaking		-	
Public Limited Company		Memorandum of Association, Articles of Association and Certificate of Incorporation	
Private Limited Company			
One Person Company			
Limited Liability Partnership		Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)	
Partnership Firm		Registered Partnership Deed duly signed by Registrar of Firms	
Proprietorship		Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)	
Co-Operative Society		Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)	
Trust		Registered Trust Deed	
Others (please specify)		Attach a copy of the relevant Statutory document	
Any other Statutory document need to carry out business (please specify)			
3.2 Nature of Business			
Tick as applicable: • 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)			

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor



BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-C

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)		
4.1	Permanent Account No (PAN)	
4.2	Central Sales Tax Regn. Number / TIN Number	
4.3	State Sales Tax/ VAT / TIN Number	
4.4	Excise Control Code number	
4.5	Service Tax Regn. Number	
4.6	Whether Company is Micro/ Small Enterprise (MSE) Category	YES/ NO
4.6.1	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		
4.6.2	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

Annexure-C

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:Q2

Date: 26.09.2016

Annexure-C

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 Long term Debt (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS				
	a) Cash on hand				
	b) Account receivable				
	1 c) Inventories				
	d) Loans and advances				
	e) Other current assets				
	Total				
	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	2 b) Advances from customers				
8.6	c) Other liabilities				
	d) Provisions				
	Total				
8.7	QUICK RATIO				
	3 CA - Inventory {8.5(1)- 8.5(1)c}/ Current liability {8.5 (2)}				
8.8	SALES (excluding other income)				
8.9	PROFIT BEFORE TAX				
8.10	Contingent Liabilities				
8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency (If YES, enclose details)				YES / NO
8.10	Whether the supplier is a potential sick company.(If YES, enclose details)				YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

Part C: (QUALITY SYSTEM):

9.0	Parameters	System in effect (tick if exists & provide evidences if ticked in written procedure)		Records (tick if available & submit evidence)	Remark / Relevant documents to be furnished
		Written Procedure	Practice		
9.1	Incoming Material Control System				System and documentary evidence of control over sub-suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)
9.2.1	In Process Control				Work instructions/ checklist/ job card & record of process control parameter
9.2.2	Control on Outsourced Processes, if applicable				Documentary evidence of control over suppliers in the form of Quality Plan/ Checklist (Customer Hold Point (CHP), In-Stage Inspection etc.)
9.3	Manufacturing Process/ Testing Procedure Qualification				Copy of Manufacturing process work flow/ Testing Procedure Qualification
9.4	Personnel qualification for cl. 9.3 (above).				Copy of Record of Personnel qualification for critical processes (welding, painting, NDT etc.)
9.5	Calibration system				Copy of list of instruments & their calibration status (certificate from NABL/ any other Govt. approved & accredited lab)
9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.				Copy of procedure
9.7	System of Storage, Preservation, Painting & packing				Copy of procedure
9.8	System of Non Conformity Report (NCR) disposition, corrective and preventive action (CAPA)				Copy of System for NCR handling and list of NCRs observed in the last three years along with details of disposition and CAPA.
9.9	Customer complaints (CC) handling system, CC disposition, corrective and preventive action (CAPA)				Copy of System for CC handling and list of customer complaints in the last three years along with details of disposition and CAPA.
9.10	Safety measures				Copy of safety procedure/ guideline & Record of accidents for last three years.
9.11	Any other quality initiative				

Annexure-C

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.

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

1. ORGANISATIONAL SOUNDNESS (for Manufacturers/ EPC Contractors)

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years 2 1-5 years 1 ≤1 year 0	2	
2.	4.1 to 4.5	Whether all relevant information submitted (Evaluation is to be based on available documents)	1 to 5	5	
3.	5.1	Registered with any of BHEL units	Yes (same item) 2 Yes (another item) 1 No 0	2	
4.	5.2	Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Yes 2 No 0	2	
5.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
6.	5.4	ISO 14000 Certified	Yes 1 No 0	1	
7.	5.5	OHSAS – 18000 Certified	Yes 1 No 0	1	
8.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
9.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate 4 Substantial 3 Inadequate 0	4	
10.	6.3	Ratio of Outsourced Cost to Total Production Value	<10% 2 10 to 30 % 1 > 30% 0	2	
11.	6.4	Power backup	Yes 1 No 0	1	
12.	7.1	Relevant inspection & Testing Facilities	Adequate 2 Substantial 1 Inadequate 0	2	
13.	7.2	Outsourcing of major testing facility	Yes 0 No 1	1	
TOTAL				25	

ORGANISATIONAL SOUNDNESS (For Non-Manufacturers):

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years 2 1-5 years 1 ≤1 year 0	2	
2.	4.1 to 4.5	Whether all relevant information submitted (Evaluation to be based on available docs)	1 to 5	5	
3.	5.1	Registered with any of BHEL units	Yes (same item) 2 Yes (another item) 1 No 0	2	
4.	5.2	Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Yes 2 No 0	2	
5.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
6.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
TOTAL				13	

BHEL Trained & Certified Assessor

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

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

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

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

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

FINANCIAL INFORMATION (for Non-Manufacturers)

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

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Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

3. QUALITY SYSTEM (for Manufacturers)

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

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Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

4. TECHNICAL COMPETENCE (for Manufacturers)

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

And/ or

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

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

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

TOTAL: 25 ()

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

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

SUMMARY:

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		Recommended : Permanent Status /Development status/ Trial status
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		Not recommended
	TOTAL	100	60		

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BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
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Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

• **Registration Criteria:**

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

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

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

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Registration is approved by MISCC for the following: / rejected

➤ **Material Category:**

➤ **Item Code:**

➤ **PMD :**

➤ **Remarks: (if any):**

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

1. ORGANISATIONAL SOUNDNESS

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	3.3	Year of commencement of business	≥5 years 3 1-5 years 2 ≤1 year 0	3	
2.	4.1 to 4.5	Whether all relevant information submitted (Evaluation is to be based on available documents)	1 to 5	5	
3.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
4.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes -5 No 0	0	
5.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate 4 Substantial 2 Inadequate 0	4	
6.	6.3	Ratio Of Outsourced Cost to Total Production Value	<10% 2 10 to 30 % 1 > 30% 0	2	
7	6.4	Power backup	Yes 2 No 0	2	
8.	7.1	Relevant inspection & Testing Facilities	Adequate 4 Substantial 2 Inadequate 0	4	
		TOTAL		23	

2. FINANCIAL INFORMATION

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

BHEL Trained & Certified Assessor

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Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

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

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

3. QUALITY SYSTEM

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

BHEL Trained & Certified Assessor

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

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

4. TECHNICAL COMPETENCE

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

And/ or

B. Product Specific Technical Competence, if applicable

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

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

TOTAL: 25 ()

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

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

BHEL Trained & Certified Assessor



BHARAT HEAVY ELECTRICALS LIMITED
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Name of the Supplier/ Application Ref. Number: _____

Annexure-E

SUMMARY:

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		- Recommended : Permanent code /Development code/ Trial code - Not recommended
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		
	TOTAL	100	60		

• **Registration Criteria:**

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

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

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

1)

2)

3)

4)

5)

6)

Registration is approved by MISCC for the following:/rejected

Material Category:

Item Code:

PMD:

Remarks: (if any):

BHEL Trained & Certified Assessor



BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(FOREIGN SUPPLIER)

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

Date: 26.09.2016

Annexure-F

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.
- For a document in language other than Hindi/ English, a self-attested English translated document to be attached.
- Class 3, Signing & Encryption Digital Signature has to be obtained.

DECLARATION

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

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

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

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

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

Name:

Position:

Date & Place:

Signature along with Office Seal:

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

PART- A: ORGANISATIONAL SOUNDNESS

1.0 ORGANISATIONAL INFORMATION

1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED

1.2 REGISTERED OFFICE ADDRESS

Tel: Landline

Fax

Website

1.2 Correspondence address & 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:

1.3 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 1.2)

2.0 GENERAL INFORMATION

2.1 DETAILS OF MARKETING REPRESENTATIVE (OUTSIDE INDIA , IF ANY):

2.2 DETAILS OF INDIAN REPRESENTATIVE, IF. ANY : (Attach authorization letter)

Name

Designation

E-Mail

Tel: Landline

Mobile

Fax



BHARAT HEAVY ELECTRICALS LIMITED
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2.3 NAME & CONTACT DETAILS OF CHIEF EXECUTIVE:			
2.4 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.		2.5 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			
3.1 Nature of Business			
Tick that is applicable: • Manufacturing Unit/ Engg. Consultant/ EPC Contractor/ System Integrator () • Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partners*/ Holding Company () *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			
3.2 Year of Establishment			
3.3 Year of Commencement of Business			
3.4 Report from third party business rating agencies eg. Dun & Bradstreet/ Credit Reform Etc. (MANDATORY)			
3.5 Port of Loading			
3.6 Nearest Airport			
3.7 Production Capacity per Annum (details of relevant major manufacturing/ testing facilities to be furnished)			
3.8 Name (s) of Bankers			
(Enclose banker's certificate certifying creditworthiness)			
4.0 IF REGISTERED WITH ANY OF BHEL UNITS			
Name of BHEL unit			
Common/ Unit Supplier Identification (ID) number/ Code			
Items for which supplier is registered		Item 1	Item 2



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

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5.0 FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
	Parameter	Year 1	Year 2	Year 3	Year 4
(Years in ascending order, Money value in Rs. Lakhs)					
5.1	Turnover				
5.2	Profit After Tax				

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.

6.0 QUALITY MANAGEMENT SYSTEM	
6.1 Whether Supplier is ISO 9001 Certified	YES (Enclose Certificate) NO (Enclose Quality Management System/ Written down Procedure)

7.0 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 you have continuous business since last three years.

8.0 ANY OTHER INFORMATION:

9.0 LIST OF ENCLOSURES (Brochures, Catalogues, Technical Literature Etc.):
i) ii) iii) IV)

**Signature & Seal
(Authorized Signatory)**

E – Mail:

Name:

Telephone: (landline):

Designation:

Mobile:

Date:

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

To be stamped as an agreement)

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

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20____ ("Effective Date") by and between

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

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

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

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- 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,

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.

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- 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

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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.

c) 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: