

SECTION-V

PRE-QUALIFYING REQUIREMENT TECHNICAL

1. TENDER ENQUIRY NO. : _____
2. ITEM DESCRIPTION : _____
3. QUANTITY : _____
4. ELIGIBILITY CRITERIA :

The eligibility criteria for technical pre-qualification requirement shall be as per Qualification Requirement specified in Technical Specification. Vendor to submit all the relevant documents in support of the above with PQR Offer.

SECTION-V

PRE-QUALIFYING REQUIREMENT COMMERCIAL

1. TENDER ENQUIRY NO. : _____
2. ITEM DESCRIPTION : _____
3. QUANTITY : _____
4. ELIGIBILITY CRITERIA :

- a. Only Bidders who have previous experience in the work of the nature and description detailed in the Specifications Section IV of the Tender, who continue to be in business in this field and who are financially sound to undertake the work, are expected to be short listed. Offer from Bidders who do not have proven and established experience in the field is not likely to be considered.
- b. Offers will be accepted from the Principal / Original Manufacturers only, failing which the quotation is likely to be rejected.
- c. The pre qualifying Data Sheet annexed with section V of the Tender, to be submitted dully filled, signed, stamped & supported by authentic documents.
- d. The pre qualifying Technical requirement annexed.



PRE-QUALIFYING REQUIREMENT
DATA SHEET

SECTION -V

GUIDELINES TO FOREIGN SUPPLIERS FOR FILLING UP FORM

01. All sheets of above form are to be filled up and signed by the authorized signatory.
02. Please attach separate sheet if the space provided is insufficient. For any other information also, separate sheet may be attached.
03. Any information / clarification required by BHEL during processing of registration must be given expeditiously.
04. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
05. Please fill up the check-list given on next page and send along with the Supplier Registration Form to BHEL.



PQR

CHECK – LIST FOR FOREIGN SUPPLIERS

SL. NO.	Check - Point	Yes / No
1.0	Information against all points in the Supplier Registration Form has been given.	
2.0	Authorization letter has been enclosed (in case of Indian agent)	
3.0	Banker's Certificate has been enclosed	
4.0	Are you an ISO: 9001 – 2000 accredited supplier?	
4.1	If yes, have you enclosed copy of ISO : 9001 – 2000 accreditation certificate & “ Table of Contents” of your Quality Manual ?	
4.2	If no, have you enclosed written down procedure / manual of Quality Management System ?	
5.0	Have you enclosed experience list	
6.0	List of enclosures has been furnished	
7.0	All the pages of the form & enclosures have been signed by Authorized Signatory.	

Signature & Seal

Date:

(Authorized Signatory)

Note : This Check list is to be attached with the filled up Supplier Registration Form.



PQR

(FOREIGN SUPPLIER)	
PAGE 1 OF 3	
ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED. PLEASE ATTACH SEPARATE SHEETS, IF SPACE AVAILABLE IS INADEQUATE.	
SUPPLIER REGISTRATION FORM	
1.0 <u>GENERAL INFORMATION</u> : 1.1 NAME OF COMPANY : 1.2 DETAILS OF HEAD OFFICE : ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : WEB SITE : 1.3 DETAILS OF FACTORY / WORKS : ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : 1.4 DETAILS OF MARKETING AGENT (OUT SIDE INDIA, IF ANY) ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : 1.5 DETAILS OF INDIAN AGENT, IF ANY (ATTACH AUTHORIZATION LETTER) ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : 1.6 CHIEF EXECUTIVE :	FOR BHEL USE
SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR



PQR

PAGE 2 OF 3 (FOREIGN SUPPLIER)	
SUPPLIER REGISTRATION FORM	
1.7 CONTACT PERSON (S) FOR PRODUCT OFFERED : NAME (S) : OFFICIAL CAPACITY : ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : 1.8 YEAR OF ESTABLISHMENT : 1.9 PRODUCTION CAPACITY PER ANNUM : 1.10 NATURE OF BUSINESS 1.11 PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRATION : (ATTACH BROCHURES AND CATALOGUES) 1.11 NAME (S) OF BANKERS : 1.12 BANKER'S CERTIFICATE AS TO CREDITWORTHINESS OF THE CLIENT (ENCLOSE CERTIFICATE) : 1.13 PORT OF LOADING : 1.14 NEAREST AIRPORT : 1.15 D&B D-U-N-S NUMBER : (DUN & BRADSTREET NINE DIGIT IDENTIFICATION NUMBER, NOT MANDATORY) 1.16 ANY OTHER INFORMATION :	FOR BHEL USE
SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR



PQR

(FOREIGN SUPPLIER)

PAGE 3 OF 3

SUPPLIER REGISTRATION FORM

2.0. FINANCIAL INFORMATION :

ANNUAL TURN OVER AND PROFIT AFTER TAX FOR LAST 3 YEARS :

YEAR - 1 :

YEAR - 2 :

YEAR - 3 :

(COPY OF AUDITED ANNUAL ACCOUNTS FOR LAST 3 YEARS TO BE

ENCLOSED)

3.0. QUALITY MANAGEMENT SYSTEM :

3.1. IS THE COMPANY ISO : 9001 : 2000 CERTIFIED : YES / NO

3.1.1. IF YES, ENCLOSE COPY OF CERTIFICATE & TABLE OF CONTENTS OF QUALITY MANUAL.

3.1.2. IF NO, FORMATS VQS AA01 (QUALITY SYSTEM) ARE TO BE FILLED UP.

4.0 EXPERIENCE LIST FOR OFFERED / SIMILAR ITEMS :

(ATTACH LIST OF PRESENT CUSTOMERS WITH NAME AND 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)

5.0 PREVIOUS EXPERIENCE OF SUPPLY

6.0 MACHINE TOOLS UNDER MANUFACTURE

7.0 AFTER SALES SETUP DETAILS

8.0 LIKELY DELIVERY FOR SIMILAR MACHINE

6.0 LIST OF ENCLOSURES :

(BROCHURES, CATALOGUES, TECHNICAL LITERATURE, ETC.)

6.0 ANY OTHER INFORMATION :

7.0 DETAILS OF SUPPLY OF SIMILAR MACHINES

8.0 ANY SUPPLY MADE EARLIER TO BHEL

SIGNATURE OF SUPPLIER :

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

FOR BHEL USE

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR



BHARAT HEAVY ELECTRICALS LIMITED, INDIA
(Indian Supplier)

GUIDELINES TO INDIAN SUPPLIERS FOR FILLING UP FORM

01. The Supplier Registration Form has four parts:

Part A	Organizational Information	Form no. VOR AA01
Part B	Quality System	Form no. VQS AA01
Part C	Technical Competence	Form no. VTC AA01
Part D	Score Sheet	Form no. VSS AA01

The set of formats to be filled by different category of suppliers is as follows:

Sl. No.	Supplier Category	Formats
1.	Indian Suppliers (manufacturers)	- Organizational Information - Quality System - Technical Competence - Score sheet
2.	Agents / stockists / distributors / dealers	- Organizational Information - Score sheet

02. All sheets of above forms are to be filled up and signed by authorized signatory.

03. Please attach separate sheet if the space provided is insufficient.

04. For any other information also, separate sheet may be attached.

05. Any information / clarification required by BHEL during evaluation must be given expeditiously.

06. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.

07. The scoring of marks by Suppliers for self – assessment must be done as required against each information in all the above parts. Incomplete forms and forms without self assessment are likely to be rejected. If any question is not applicable or relevant to your organization, Please mention accordingly. Questions left unanswered will get zero marks....

08. Scoring for question on Quality System (Part B) is to be done on 0 – 3 scale as follows:

- 0 For non – compliance
- 1 System exists in rudimentary stage
- 2 System exists with minimal discrepancies
- 3 System is in mature stage (i.e. meets all requirements)

The question with asterisk (*) mark is mandatory where supplier must achieve a minimum score of 2 marks.



BHARAT HEAVY ELECTRICALS LIMITED, INDIA
(Indian Supplier)

09. Part B of the form on Quality System need not be filled by ISO 9000-2000 accredited suppliers. Instead, the Table of Contents of Quality Manual may be submitted with the Registration Form.

10. Scoring for question on Technical competence is to be done on 0 – 3 scale as follows:

- 0 No capability.
- 1 Requires continuous technical support of BHEL during execution of job.
- 2 Occasional technical support from BHEL.
- 3 Can handle job without any technical support from BHEL.

The question with asterisk (*) mark is mandatory where supplier must achieve a minimum score of 2 marks.

11. Assessment Criteria shall be as follows:

Organizational Soundness: OS 1 : 85% and more
OS 2 : 70% to less than 85%
OS 3 : Less than 70 %

Quality System : Q 1 – Overall system rating above 90% , rated 2 or better on all

each Mandatory requirements and a rating of 70% or better in

Section.

Q 2 – Overall system rating 80 to 90%, rated 2 or better In all
each Mandatory requirements and a rating of 60% or better in

Section.

Q 3 – Overall system rating above 70% and less than 80%, rated 2
or

Better on all mandatory requirements and a rating of 55% or
Better in each section.

Technical Competence : TC 1– Above 90% and rated 2 or better in all
mandatory

Requirements.

TC 2– 80 to less than 90% and rated 2 or better in all
Mandatory requirements.

in TC 3– Above 70% and less than 80% and rated 2 or better
all mandatory requirements.

12. Please fill up the check - list given on next page and send along with the Supplier Registration Forms to BHEL.



BHARAT HEAVY ELECTRICALS LIMITED

PRE-QUALIFICATION REQUIREMENT-DATA SHEET **CHECK-LIST FOR INDIAN SUPPLIERS FORM**

PACKAGE DETAILS :

TENDER ENQUIRY NO :

Sl. No.	Check-Point	Yes / No
1.	Information against all points under "Organizational Information" (Part-A) has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Summary list of enclosures has been furnished as per S.N. 9.9 of Organizational Information form.	
4.	Are you an ISO 9001 -2000 accredited supplier ?	
5.	If yes, have you enclosed "Table of Contents" of your Quality Manual and copy of ISO 9001 -2000 accreditation certificate?	
6.	If no, have you filled up Quality System formats given in Part B ?	
7.	Technical requirements, specifications, drawings, standards have been obtained from BHEL before filling up Technical Competence, Part C.	
8.	All the pages of the form & enclosures have been signed by Authorized Signatory.	
9.	Scoring has been done in Part A, B and C.	
10.	Total scoring has been done in score sheet Part D.	

Signature & seal

Date:

(Authorized Signatory)

Note: This check list is to be attached with the filled up Supplier Registration Form.



BHARAT HEAVY ELECTRICALS LIMITED
Supplier Registration Form (Indian Supplier)

Part A:

Form No. VORAA01 (INDIAN SUPPLIER)

Page 1 of 17

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE, PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED. PLEASE ATTACH SEPARATE SHEET, IF SPACE AVAILABLE IS INADEQUATE. SUPPLIERS HAVE TO ALLOT MARKS IN THE RELEVANT COLUMNS.

ORGANISATIONAL INFORMATION						
NAME OF THE APPLICANT SUPPLIER SEEKING REGISTRATION :- D&B D-U-N-S NUMBER: (DUN & BRADSTREET NINE DIGIT IDENTIFICATION NUMBER, NOT MANDATORY)						
1.0 PRODUCTS / SYSTEM / SERVICES FOR WHICH REGISTRATION IS APPLIED FOR :				MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
SL. NO.	DESCRIPTION	SIZE & RANGE	MFG.STD/IS /DIN/BS, ETC.			
				1		
TOTAL MARKS				1		
SUPPLIER'S AUTHORISED SIGNATORY ASSESSOR				BHEL CERTIFIED		



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 2 of 17

ORGANISATIONAL INFORMATION			
2.0	<u>GENERAL INFORMATION</u> :	Marks	Marks by Suppliers
2.1	NAME OF APPLICANT SUPPLIER SEEKING REGISTRATION : HEAD OFFICE ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : WEB SITE :	1	
2.2	NAME OF THE WORKS/DIVISION : ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : WEB SITE :	1	
2.3	BRANCH OFFICE ADDRESS (IF ANY): TELEPHONE NO. : FAX NO. : E-MAIL :	1	
2.4	NAME OF CHIEF EXECUTIVE/PROPRIETOR/PARTNER & ADDRESS :	1	
2.5	OFFICIAL TO BE CONTACTED FOR CLARIFICATION : NAME : DESIGNATION : ADDRESS : TELEPHONE NO. : FAX NO. : E-MAIL : WEB SITE :	1	
TOTAL MARKS		5	
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR		BHEL	



Page 3 of 17

ORGANISATIONAL INFORMATION			
3.0 <u>OWNERSHIP INFORMATION</u> :	Marks	Marks by Suppliers	Marks by BHEL
3.1 GOVERNMENT OF INDIA UNDERTAKING :	1		
OR STATE GOVERNMENT UNDERTAKING :			
OR LIMITED COMPANY, : MEMORANDUM AND ARTICLES OF ASSOCIATION			
OR PRIVATE COMPANY, : MEMORANDUM AND ARTICLES OF ASSOCIATION			
OR CO-OPERATIVE SOCIETY, : SOCIETY RULES AND BYE LAWS			
OR PARTNERSHIP FIRM, : PARTNERSHIP DEED OR PROPRIETORSHIP, : PROFESSION TAX REGN. AND MUNICIPAL REGN.	1		
ANY OTHER (SPECIFY) :			
3.2 NATURE OF BUSINESS :	1		
(MANUFACTURING UNIT/ AGENTS / DISTRIBUTORS/ STOCKISTS)			
3.3 YEAR OF ESTABLISHMENT :			
TOTAL MARKS	3		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR		BHEL	



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 4 of 17

ORGANISATION INFORMATION FOR THE PREVIOUS FOUR YEARS						Marks by Supplier \$ (See below)	Marks by BHEL \$ (See below)
4.0	FINANCIAL INFORMATION	Year 1	Year 2	Year 3	Year 4		
		(Years in ascending order, Money value in Rs. Lakhs)					
4.1	NET WORTH (Share Capital + Reserves)						
	Growth over previous Year (%)						
4.2	LONG TERM DEBT / LOAN						
4.3	DEBT EQUITY RATIO <u>Long term debt (4.2)</u> <u>Net worth (4.1)</u>						
4.4	INVESTMENT IN : Land & Building						
	Plant & Machinery						
	Other Fixed Assets						
4.5	1 NET CURRENT ASSETS a) Cash on hand b) Account receivable c) Inventories Total						
	2 CURRENT LIABILITY a) Sundry creditors b) Interest accrued but not due c) Credit balance in sundry debtors d) Other liabilities Total						
	3 CURRENT RATIO <u>Current assets {4.5 (1)}</u> <u>Current liability {4.5 (2)}</u>						
4.6	SALE Growth over previous year (%)						
4.7	PROFIT BEFORE TAX Growth over previous year (%)						
4.8	PROFIT AFTER TAX Growth over previous year (%)						
4.9	Whether the supplier has been referred to BIFR/NCLT. (IF YES, enclose details)				YES / NO		
4.10	Whether the supplier is a potential sick company. (IF YES, enclose details)				YES / NO		
Copies of annual accounts (Balance Sheet) for last four years along with Audit Report is to be submitted. Above details shall be highlighted in Balance Sheet.							
SUPPLIER'S AUTHORISED SIGNATORY						BHEL	
CERTIFIED ASSESSOR							

\$: ONE MARKS EACH TO BE GIVEN FOR COMPLETE REPLY AGAINST SL. Nos. 4.1 TO 4.10 (Total 10 marks)



BHARAT HEAVY ELECTRICALS LIMITED
Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 5 of 17

ORGANISATIONAL INFORMATION				
		MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
5.0	REGISTRATION PARTICULARS			
5.1	INCOME TAX PERMANENT ACCOUNT NO. : (ENCLOSE COPY OF CERTIFICATE)	1		
5.2	CENTRAL SALES TAX REGISTRATION NUMBER : (ENCLOSE COPY OF CERTIFICATE)	1		
5.3	STATE SALE TAX REGISTRATION NUMBER : (ENCLOSE COPY OF CERTIFICATE)	1		
5.4	EXCISE DUTY REGISTRATION NUMBER : (ENCLOSE COPY OF CERTIFICATE)	1		
5.5	SERVICE TAX REGISTRATION NUMBER : (ENCLOSE COPY OF CERTIFICATE)			
5.6	EXCISE CONTRAL CODE NUMBER : (ENCLOSE COPY OF CERTIFICATE)	1		
5.7	NATIONAL SMALL SCALE INDUSTRIES REGISTRATION NUMBER : (VALIDITY UPTO :.....) (ENCLOSE COPY OF CERTIFICATE)	1		
5.8	SMALL SCALE INDUSTRIES REGISTRATION NUMBER : (VALIDITY UPTO :.....) (ENCLOSE COPY OF CERTIFICATE)	1		
5.9	ANCILLARY STATUS RECOGNISED BY :.....	1		
	TOTAL MARKS	9		
	SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR	BHEL		



BHARAT HEAVY ELECTRICALS LIMITED
Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 6 of 17

<u>ORGANISATIONAL INFORMATION</u>			
	MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
6.1 TOTAL ORGANISATIONAL STRENGTH : (ATTACH ORGANISATION CHART) GRADUATES DIPLOMA SKILLED NON-SKILLED ADMN. & COMMERCIAL : ENGINEERING : TECHNOLOGY : MANUFACTURING : QUALITY : MAINTENANCE : SITE MANAGEMENT : OTHERS : TOTAL :	1		
6.2 STANDBY ARRANGEMENT FOR POWER : (GIVE DETAILS)	1		
6.3 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY :	1		
YES / NO	1		
6.4 IF NO, FURNISH NAME, ADDRESS : OF AUTHORISED DEALER / STOCKIST WHOSE COMMITMENTS WILL BE HONOURED BY THE COMPANY.			
TOTAL MARKS	4		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR	BHEL		



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 7 of 17

ORGANISATIONAL INFORMATION

7.0 LIST OF MANUFACTURING FACILITIES : (INCLUDING MATERIAL HANDLING FACILITY)					MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
SL. NO.	DESCRIPTION & SPECIFICATION OF MACHINE & ITS MAKE; YEAR OF MAKE; & YEAR OF INSTALLATION	ACCURACY & FINISH ATTAINABLE	NO. OF MACHINES INSTALLED	REMARKS			
	IN – HOUSE FACILITIES -----				1		
	OUT – SOURCED FACILITIES, IF ANY ----- --						
TOTAL MARKS					1		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR					BHEL		



BHARAT HEAVY ELECTRICALS LIMITED
Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 8 of 17

<u>ORGANISATIONAL INFORMATION</u>								
8.0 LIST OF MANUFACTURING FACILITIES , TESTING – EQUIPMENT AND INSPECTION FACILITIES :						MARK S	MARKS BY SUPPLIER	MARK S BY BHEL
SL. NO .	DESCRIPTION OF EQUIPMENT	SIZE, RANGE , CAPACITY & ACCURACY	MOD E AND MAKE	LAST DATE OF CALIBRATION	QUANTIT Y			
	IN – HOUSE FACILITIES -----					1		
	OUT – SOURCED FACILITIES, IF ANY ----- -----							
TOTAL MARKS						1		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR						BHEL		

**BHARAT HEAVY ELECTRICALS LIMITED**

Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 9 of 17

ORGANISATIONAL INFORMATION

9.0 <u>OTHER PARTICULARS :</u>	MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
9.1 IF THE COMPANY IS ALREADY IN BUSINESS WITH ANY OF BHEL UNITS, GIVE :	1		
9.1.1 BHEL UNIT'S NAME :			
9.1.2 SUPPLIER REGISTRATION NO. :			
9.1.3 ITEMS FOR WHICH REGISTERED & THEIR SPECIFICATION : (ENCLOSE PROOF OF SUCCESSFUL EXECUTION OF ATLEAST 3 PURCHASE ORDERS)	1		
9.2 IS THE COMPANY APPROVED BY ASME /NTPC/NPC/EIL/ DGS&D/RAILWAYS/ IBR/LLOYDS ETC. ? : YES / NO (ENCLOSE DOCUMENTARY EVIDENCE)			
9.3 IS THE COMPANY AN ISO 9001 – 2000 APPROVED ? : YES / NO (ENCLOSE CERTIFICATE)	1		
9.4 IS THE COMPANY AN ISO :14000 APPROVED ? : YES / NO (ENCLOSE CERTIFICATE)	1		
9.5 IS THE COMPANY OHSAS – 18000 APPROVED ? : YES / NO (ENCLOSE CERTIFICATE)	1		
9.6 TECHNICAL COLLABORATOR : (FOREIGN OR INDIGENOUS) ENCLOSE DOCUMENTARY EVIDENCE)	1		
9.7 NAME & ADDRESS OF CONCERN (S) HAVING SUBSTANTIAL INTEREST IN : (NAME OF THE OTHER COMPANY, COMMON DIRECTOR, PARTNER, OWNER ETC.)	1		
TOTAL MARKS	7		
SUPPLIER'S AUTHORISED SIGNATORY			
CERTIFIED ASSESSOR			
BHEL			

**BHARAT HEAVY ELECTRICALS LIMITED**

Supplier Registration Form (Indian Supplier)

Form No. VORAA01 (INDIAN SUPPLIER)

Page 10 of 17

ORGANISATIONAL INFORMATION

	MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
9.8 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.	1		
NAME :			
STAFF NO. :			
DESIGNATION :			
DEPARTMENT :			
RELATIONSHIP :			
9.9 IF ANY EX - BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.	1		
NAME :			
STAFF NO. :			
DESIGNATION :			
DEPARTMENT :			
DATE OF LEAVING SERVICE :			
9.10 COMPANY 'S WEEKLY HOLIDAYS : WORKS OFFICE	1		
9.11 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)	1		
9.12 LIST OF ENCLOSURES : ATTACH LIST OF ENCLOSURES	-----	-----	-----
10. I / WE GIVE THE UNDERTAKING THAT BHEL 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.			
TOTAL MARKS	5		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR			BHEL



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

PART – B (QUALITY SYSTEM): PAGES 11 -13 OF NEED NOT BE FILLED BY ISO 9001 – 2000 ACCREDITED SUPPLIERS

Form No. VQRAA01 (INDIAN SUPPLIER)

Page 11 of 17

I. INCOMING MATERIAL CONTROL	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
1. A FORMALIZED SUPPLIER RATING,EVALUATION, CERTIFICATION PROGRAMME HAS BEEN ESTABLISHED WHERE IN QUALITY PERFORMANCE IS ONE OF THE CRITERIA .						
*2. INCOMING SHIPMENT IS VERIFIED PRIOR TO STORAGE OR USE.						
TOTAL MARKS						
II. PROCESS CONTROL	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
*1. WORK INSTRUCTIONS ARE DOCUMENTED, UPDATED & FOLLOWED BY WORKERS.						
*2. REQUIRED TOOLS, JIGS, FIXTURES ARE IDENTIFIED AND USED.						
3. PROCEDURE FOR QUALIFICATION, IF APPLICABLE, AND REVALIDATION OF QUALIFICATION OF WORKERS EXIST SUCH AS : • WELDERS • NDT PERSONNEL						
4. PREVENTIVE MAINTENANCE ACTIVITIES ARE PERFORMED ON CRITICAL MACHINES & RECORDS KEPT.						
5. MATERIAL IDENTIFICATION AND ACCEPTANCE STATUS IS MAINTAINED THROUGHTOUT THE MANUFACTURING PROCESS & DURING STORAGE						
*6. AVAILABILITY OF UPDATED DRAWING / SPECIFICATION AT WORK PLACE.						
7. PRESERVATION, PAINTING & PACKING PROCEDURE EXISTS.						
TOTAL MARKS						
Scoring for questions on Quality System (Part B) is to be done on 0-3 scale as follows:- 0 - Non Compliance; 1- System exists in Rudimentary Stage; 2- System exists with minimal discrepancies 3 - System is in Mature Stage i.e. meets all requirements The question with asterisk (*) mark is mandatory where supplier must achieve a minimum score of 2 – marks.						
SUPPLIER'S AUTHORISED SIGNATORY					BHEL	
CERTIFIED ASSESSOR						

**BHARAT HEAVY ELECTRICALS LIMITED**

Supplier Registration Form (Indian Supplier)

Form No. VQRAA01 (INDIAN SUPPLIER)

Page 12 of 17

III.	<u>CONTROL OF NON - CONFORMANCE</u>	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
		MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
*1.	RECORD OF REWORK / RECTIFICATION IS KEPT.						
2.	SYSTEM OF REVIEW AND ANALYSIS OF REPEATED FAILURES AND THEIR PREVENTION IN FUTURE.						
	TOTAL MARKS						

IV.	<u>CONTROL OF MEASURING & MONITORING DEVICES</u>	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
		MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
1.	SYSTEM OF CALIBRATION OF GAUGES, FIXTURES & INSTRUMENTS EXISTS						
*2.	MASTER GAUGES/STANDARDS ARE TRACEABLE TO RECOGNIZED NATIONAL STANDARDS.						
	TOTAL MARKS						

V.	<u>CONFORMANCE TO SAFETY REQUIREMENTS :</u>	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
		MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
*1.	ADEQUATE SAFETY PRECAUTIONS ARE BEING TAKEN IN PLANT FOR ALL PERSONNEL.						
	TOTAL MARKS						

SUPPLIER'S AUTHORISED SIGNATORY
CERTIFIED ASSESSOR

BHEL



Page 13 of 17

VI. <u>CUSTOMER SUPPLIER COMMUNICATION</u>	PROCEDURE 0 - 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 - 3	
	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
*1. TENDER DOCUMENTS ARE REVIEWED WITH REFERENCE TO CUSTOMER REQUIREMENT BOTH TECHNICALLY & FROM DELIVERY POINT OF VIEW. IN CASE OF DEVIATION, IN TECHNICAL SPECIFICATIONS AND DELIVERY CONDITIONS, THE DEVIATIONS ARE IDENTIFIED AND CLEARLY SPELT OUT IN OFFER.						
2. SYSTEM OF SUBMISSION OF DOCUMENTS LIKE: (A) INVOICE. (B) PACKING LIST. (C) TEST CERTIFICATE. (D) INSPECTION DATA.						
3. ORGANIZATION OF AFTER SALES SERVICE AND RESPONSE TIME FOR ATTENDING COMPLAINTS.						
TOTAL MARKS						
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR BHEL						



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

PART C:

Form No. VTCAA01 (INDIAN SUPPLIER)

Page 14 of 17

TECHNICAL COMPETENCE

TECHNICAL COMPETENCE (WHERE DESIGN SPECIFICATIONS IS GIVEN BY BHEL)	MARKS 0 – 3	
	MARKS BY SUPPLIER	MARKS BY BHEL
*1. SUPPLIER UNDERSTANDS THE PRODUCT SPECIFICATION.		
2. SUPPLIER UNDERSTANDS THE INSPECTION REQUIREMENTS.		
*3. SUPPLIER HAS PROCESS CAPABILITY TO ACHIEVE THE PRODUCT SPECIFICATION / DIMENSIONAL REQUIREMENT.		
4. SUPPLIER HAS EXPERIENCED MANPOWER TO CARRY OUT THE JOB.		
TOTAL MARKS OUT OF POSSIBLE (12) = ----- %		

OR

TECHNICAL COMPETENCE (WHERE PERFORMANCE SPECIFICATIONS IS GIVEN BY BHEL)	PROCEDURE 0 – 3		SYSTEM IN EFFECT 0 - 3		RECORDS 0 – 3	
	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL	MARKS BY SUPPLIER	MARKS BY BHEL
1. DESIGN CAPABILITY						
2. ADEQUACY OF QUALITY ASSURANCE PLAN						
*3. PROCESS CAPABILITY FOR COMPONENTS						
*4. ADEQUATE OF TESTING						
TOTAL MARKS OUT OF POSSIBLE (36) = ----- --- %						

Here :

Score of 0 indicates “ No capability”

Score of 1 indicates “ Requires continuous technical support of BHEL during Execution of job.”

Score of 2 indicates “ Occasional technical support from BHEL.”

Score of 3 indicates “ Can handle BHEL’s job without any Technical Assistance.”

The question with asterisk (*) mark is mandatory where supplier must achieve a minimum score of 2 marks.

SUPPLIER’S AUTHORISED SIGNATORY
CERTIFIED ASSESSOR

BHEL



BHARAT HEAVY ELECTRICALS LIMITED

Supplier Registration Form (Indian Supplier)

PART D:

SCORE SHEET

Form No. VSSAA01 (INDIAN SUPPLIER)

Page 15 of 17

1. ORGANISATIONAL SOUNDNESS :

Each question should be answered . No question is to be left unanswered. If any of the question is not relevant to your organization, please mention mention so against that question (but do not leave the question unanswered). Each question answered carries (1) Mark. Questions left unanswered will get (0) score.

SL. NO.	PARAMETER	CRITERIA	RANGE	MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
1.	NET WORTH REFER SL.NO. 4.1 OF SUPPLIER REGISTRATION FORM PAGE 4 / 17, PART A. AVERAGE OF THREE YEARS TO BE WORKED OUT	GROWTH OVER THE PREVIOUS YEAR	MORE THAN 10 %	4		
			5 - 10 %	3		
			LESS THAN 5 %	1		
2.	SALES FOR CURRENT YEAR SL. NO. 4.6 OF PAGE 4 / 17, PART A	GROWTH OVER THE PREVIOUS YEAR	MORE THAN 10 %	4		
			5 - 10 %	3		
			> 0 < 5 %	1		
			0 % & BELOW	0		
3.	DEBT EQUITY RATIO I.E. LONG TERM DEBT / SHARE CAPITAL (SL. NO. 4.3 OF PAGE 4 / 17, PART A)	1 : 1		4		
		1.1 UP TO 1.5:1		3		
		1.6 & ABOVE : 1		1		
4.	CURRENT RATIO I.E. CURRENT ASSETS / CURRENT LIABILITY (SL. NO. 4.5 OF PAGE 4 / 17, PART A)	2 : 1		4		
		LESS THAN 2 UPTO 1.1:1		3		
		1 : 1		1		
5.	PROFIT BEFORE TAX SL. NO. 4.7 OF PAGE 4 / 17, PART A)	GROWTH OVER THE PREVIOUS YEAR	MORE THAN 10 %	4		
			5 - 10 %	3		
			LESS THAN 5 %	1		
6.	PROFIT AFTER TAX SL. NO. 4.8 OF PAGE 4 / 17, PART A)	GROWTH OVER THE PREVIOUS YEAR	MORE THAN 10 %	4		
			5 - 10 %	3		
			LESS THAN 5 %	1		

SUPPLIER'S AUTHORISED SIGNATORY
CERTIFIED ASSESSOR

BHEL

**BHARAT HEAVY ELECTRICALS LIMITED**

Supplier Registration Form (Indian Supplier)

PART D:**SCORE SHEET**

Form No. VSSAA01 (INDIAN SUPPLIER)

Page 16 of 17

SL. NO.	PARAMETER	MARKS	MARKS BY SUPPLIER	MARKS BY BHEL
7.	SL. NO. 4.9 OF PAGE 4 / 17, PART A – IF REFERRED TO BIFR / NCLT	(-) 24		
8.	SL. NO. 4.10 OF PAGE 4 / 17, PART A – IF POTENTIALLY SICK	(-) 12		
9.	FOR SUPPLIER HAVING STANDBY ARRANGEMENT OF POWER. (SL. NO. 6.2 OF PAGE 6 / 17, PART A)	3		
10.	SUPPLIER HAVING CONTINUOUS BUSINESS FOR MORE THAN 3 YEARS. (SL. NO. 9.8 OF PAGE 10 / 17, PART A) BEYOND 3 CUSTOMERS UPTO 3 CUSTOMERS NO CUSTOMERS	4 3 0		
11.	MANUFACTURING FACILITIES : (SL. NO. 7.0 OF PAGE 7 / 17, PART A) SUPPLIER HAVING ADEQUATE FACILITIES SUPPLIER HAVING SUBSTANTIAL FACILITY SUPPLIER HAVING INADEQUATE FACILITIES	3 2 0		
12.	MEASURING AND TESTING FACILITIES : (SL. NO. 8.0 OF PAGE 8 / 17, PART A) ADEQUATE MEASUREMENT FACILITIES SUBSTANTIAL MEASURING FACILITIES INADEQUATE FACILITIES	3 2 0		
13.	If answer to Question 9.3 of page 9 /17, part A is year i.e. ISO 9001 company If answer to Question 9.4 of page 9 /17, part A is year i.e. ISO 14000 company If answer to Question 9.5 of page 9 /17, part A is year i.e. ISO 18000 company	3 1 1		
TOTAL MARKS SCORED (SL. 01 TO 13 ABOVE) TOTAL MARKS SCORED (SL. 01 TO 10 ABOVE) TOTAL MARKS (ORGANISATIONAL SOUNDNESS) TOTAL MARKS (ORGANISATIONAL SOUNDNESS) : PERCENTAGE (%) CATEGORY OF SUPPLIER : OS 1 (85 % & MORE) OS 2 (70 % TO LESS THAN 85 %) OS 3 (LESS THAN 70 %)		42 46 88 Mention Category		
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR			BHEL	



BHARAT HEAVY ELECTRICALS LIMITED
Supplier Registration Form (Indian Supplier)

PART D:

SCORE SHEET

Form No. VSSAA01 (INDIAN SUPPLIER)

Page 17 of 17

QUALITY SYSTEM (SCORING CRITERIA) :

SL. NO.	SUMMARY :	MARKS SCORED / OUT OF POSSIBLE (BY SUPPLIER)		MARKS SCORED / OUT OF POSSIBLE (BY BHEL)	
I.	Incoming Material Control	----- / 18	----- - %	----- / 18	----- - %
II.	Process Control	----- / 63	----- - %	----- / 63	----- - %
III.	Control of Non – Conformance	----- / 18	----- - %	----- / 18	----- - %
IV.	Control of measuring & monitoring device	----- / 18	----- - %	----- / 18	----- - %
V.	Conformance to safety Requirements	----- / 09	----- - %	----- / 09	----- - %
VI.	Customer – Supplier Communication	----- / 27	----- - %	----- / 27	----- - %
	TOTAL =	----- / 153	----- - %	----- / 153	----- - %
	Category of Supplier Q1	- Overall System rating above 90%, rated 2 or better on all mandatory requirement and a rating of 70 % or better in each section or supplier is ISO 9001:2000 certified (subject to verification) .			
	Q2	- Overall System rating above 80 to 90%, rated 2 or better on all mandatory requirement and a rating of 60 % or better in each section			
	Q3	- Overall System rating above 70 % and less than 80%, rated 2 or better on all mandatory requirement and a rating of 55 % or better in each section			

TECHNICAL COMPETENCE:

Tick category as per score on page 14.

SUMMARY :	MARKS ASSESSED / OUT OF POSSIBLE 12 OR 36 MARKS (BY SUPPLIER)		MARKS ASSESSED / OUT OF POSSIBLE 12 OR 36 MARKS (BY BHEL)	
Technical Competence or	----- / 12	----- %	----- / 12	----- %
Technical Competence	----- / 36	----- %	----- / 36	----- %
Category of Supplier TC 1 - Above 90 % and rated 2 or better in all mandatory requirements. TC 2 - 80 to less than 90 % and rated 2 or better in all mandatory requirements. TC 3 - Above 70 % and less than 80% and rated 2 or better in all mandatory requirements.				
SUPPLIER'S AUTHORISED SIGNATORY CERTIFIED ASSESSOR BHEL				

SECTION I
GENERAL CONDITIONS OF CONTRACT

PART - A

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1. The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its unit - Fabrication Plant (**FP**), BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns.
- 1.2. The '**Tenderer**' shall mean the Firm/ Company/ Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3. The '**Supplier**' shall mean the Firm/ Company/ Organisation with whom the Order/ Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as '**Contractor**' or '**Vendor**'.
- 1.4. The '**Sub-contractor**' shall mean the person/ firm/ company/ organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 1.5. The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative.
- 1.6. The '**Equipment**' shall mean and include plant and stores and materials to be provided by the Supplier under the Contract.
- 1.7. The '**Specification**' shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 1.8. The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc

submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as **'Bid'**.

- 1.9. **'Acceptance of offer'** shall mean issue of letter of intent/ award or memorandum or detailed Order/ Contract communicating the acceptance of offer by the Purchaser to the successful Tenderer.
- 1.10. The **'Contract'** shall mean and include the general conditions, bidding conditions, special conditions, specifications, schedules, drawings, form of tender, Offer, covering letters, schedule of prices and quantities, letter of intent/ award of the Purchaser, any special conditions applicable to the particular Order and subsequent amendments. It may also be referred as **'Order'** or **'Purchase order'**.
- 1.11. The **'Contract Price'** shall mean the total price to be paid by the Purchaser to the Vendor for the supply & services to be provided by the Vendor to the Purchaser as per Contract. It may also be referred as **'Order Value'**.
- 1.12. The **'Site'** shall mean the site of the proposed work at Fabrication Plant (FP) of BHEL at Jagdishpur Industrial Area, disttt, Sultanpur – 227817 (U.P), India.
- 1.13. The **'Inspector'** shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.
- 1.14. **'Approved'** shall mean the approval of the Engineer or of the inspector as the case may be in writing.
- 1.15. **'Test on completion'** shall mean such tests as are prescribed by the specifications and/ or tests mutually agreed upon by the Purchaser and the Supplier, to be performed by the Supplier after Installation of the equipment to establish satisfactory operation as required by the specifications.
- 1.16. **'Commissioning'** shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- 1.17. **'Performance Tests'** shall mean the tests to be conducted on the equipment at site for checking the performance parameters of the equipment as defined in Technical Specification.
- 1.18. **'Commercial use'** shall mean that use of the equipment, which the Contract contemplates or of which it is to be commercially capable.
- 1.19. **'Acceptance of Equipment'** shall have the meaning as specified elsewhere in this document.
- 1.20. **'Consignee'** shall mean the official(s)/person(s) to whom the Equipment is required to be delivered in the manner indicated in the Purchase Order.

- 1.21. **'Contract Engineer'** shall mean the official who has signed the Order/ Contract on behalf of the Purchaser.
- 1.22. **'Site Engineer'** shall mean officer of the Purchaser as may be duly appointed and authorised in writing by the purchaser to act as the Site Engineer on his behalf.
- 1.23. **'Months'** shall mean calendar months.
- 1.24. **'Days'** shall mean calendar days.
- 1.25. **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be.

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

2. SUBMISSION OF TENDER

2.1. General

- 2.1.1. The tender shall be addressed to the official as specified in the Tender Enquiry and shall be submitted with one original and two copies.
- 2.1.2. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/ postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex/ fax may not be considered unless confirmed in writing by a detailed offer.
- 2.1.3. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.
- 2.1.4. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.

- 2.1.5. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 2.1.6. All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions.
- 2.1.7. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so. A copy of such authority (Power of Attorney) shall be enclosed with the Offer.
- 2.1.8. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 2.1.9. Any deviation from the tender conditions being sought by the bidder shall be clearly specified in the schedule of deviations enclosed as Annexure-4 of GCC-A (for technical part) and Annexure- 5 of GCC-A (for commercial part). No other conditions shall be acceptable unless the same is specified in the schedule and is specifically agreed by the Purchaser.

2.2. Two Part Bids

- 2.2.1. Bidders shall submit the offer in three inner envelops (covers) and one outer envelop (cover) as indicated below.
- 2.2.2. **Envelope I:** This sealed envelope should contain all the copies of technical & commercial bid together with price formats (without prices). This envelope should be clearly marked “**Part I - Technical and commercial bid**”, indicating Tender No., Due Date and Name-Address of the Bidder.
- 2.2.3. **Envelope II:** This sealed envelope should contain only **price formats with prices**. This envelope should be clearly marked “**Part II - Price bid**”, indicating Tender No., Due Date and Name-Address of the Bidder.
- 2.2.4. **Envelop III:** This sealed envelop should contain Demand Draft for cost of Tender if not submitted earlier, and bank Guarantee for bid security. This envelope should be clearly marked “**Envelop III**”, indicating Tender No., Due Date and Name-Address of the Bidder. The Envelop III shall be opened first . If any vendor has not submitted Bid Security & cost of Tender then their Part-I Bid shall not be opened
- 2.2.5. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and Name-Address of the Bidder.

2.3. Part I – Technical and Commercial Bid

2.3.1. Technical

This part shall include / indicate the following:

- 2.3.1.1. Complete scope of supply with all technical details and other terms and conditions.
- 2.3.1.2. Point by point confirmation for the Technical Specification in the specified format. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.3.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates.
- 2.3.1.4. Relevant catalogues.
- 2.3.1.5. List of recommended spare parts (with part numbers) for two years normal operation and maintenance.
- 2.3.1.6. Information on shipping weight and cubage (length, width & height).

2.3.2. Commercial

This part shall include / indicate the following:

- 2.3.2.1. Port of shipment / Station of dispatch
- 2.3.2.2. Terms of payment
- 2.3.2.3. Taxes & duties applicable.
- 2.3.2.4. Delivery Schedule
- 2.3.2.5. Offer validity
- 2.3.2.6. Country of origin
- 2.3.2.7. Percentage of agency commission payable to Indian Agent, if any, along with a copy of the Agency Agreement.
- 2.3.2.8. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.

2.4. Part II (PRICE- BID)

This part should contain the price particulars as per the price schedule format specified by BHEL.

3. OPENING OF TENDERS

- 3.1. Authorised officer of BHEL at his office shall open tenders of qualified vendors at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorised representative who may be present. However, The Purchaser reserves the right to open the tenders in-camera.
- 3.2. The envelop III will be opened first. Tenders received without the demand draft for cost of Tender, as required, and Bid Security in the form of bank guarantee will be rejected and Part I of Bid will not be opened.
- 3.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 3.4. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 3.5. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.
- 3.6. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/ commercial confirmations/ clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.
- 3.7. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.
- 3.8. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

4. QUALIFICATION OF TENDERERS (For Open Tender):

- 4.1. Details of Qualification Requirements (Technical) are given in Technical Specifications Section IV & in Section V. For commercial requirement, separate qualifying data sheet and Eligibility Criteria Enclosed (for Indian/ Foreign Bidders). These sheets (Data Sheet & Eligibility Criteria) are to be filled and to be sent to BHEL for scrutiny. Qualified Bidders shall be intimated. Only qualified Bidders shall be eligible to participate in the bid. **Refer Section V of Tender.**
- 4.2. Only Tenderer who has previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who does not have proven and established experience in the field is not likely to be considered.

- 4.3. Tenders will be accepted from the equipment manufacturers only and not from their agents.

5. VALIDITY OF OFFER

- 5.1. The offer shall be open for acceptance from the date of opening of tender part - I for a period as specified in Tender Enquiry. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

6. REJECTION OF TENDER AND OTHER CONDITIONS

- 6.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.
- 6.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 6.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Bid Security / Contract Performance BG /any other moneys due.
- 6.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing are liable to be rejected.

7. EVALUATION OF OFFERS

- 7.1. Evaluation of offers shall be on the basis of delivered cost at project Site i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.
Refer Typical Format For Illustration (Annex-7 of GCC-A) to arrive at total cost to BHEL.
- 7.2. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.
- 7.3. Loading criteria in respect of the deviations shall generally be on the principle of time and value of money in respect of commercial deviations, and similar quantification – as may be decided by the Purchaser – in respect of technical deviations.
- 7.4. Loading criteria in respect of the deviation(s) shall be communicated to the concerned Bidder(s) before Price Bid opening. If a Bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

- 7.5. Rates of Exchange taken for conversion of foreign currency to Indian Rupees for the comparison of bids shall be the inter bank TT selling rates of State Bank of India as at the close of business on the date of opening of Tender Part -I.
- 7.6. The Purchaser reserves its right to negotiate with the Bidder and/ or go for reverse auction.
- 7.7. The Purchaser reserves its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the prevalent policy of the Govt. of India.

8. LETTER OF INTENT

- 8.1. The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 8.2. Detailed Purchase Order will be issued by the Purchaser normally within 2 to 4 weeks from the date of award of work (Letter of Intent).
- 8.3. The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

9. EFFECTIVE DATE OF CONTRACT

- 9.1. The responsibility of successful Tenderer under this Contract commences from the date of issue of the Letter of Intent by the Purchaser.
- 9.2. The Effective Date of Contract shall be the date of issue of the Letter of Intent.

10. PRICES

10.1. Fixed price

- 10.1.1. Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Purchase Order. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 10.1.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:
- If there is a discrepancy between words and figures, the amount given in words shall prevail.
 - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail.
 - If there is a discrepancy between the sub-total price and total price which is obtained by adding the various sub-total prices, the sub-total price shall prevail.

- The Order will be issued on the corrected price or the quoted price for the complete scope of work (whichever is lower).

10.2. Bid currency

- 10.2.1. Indian bidders should quote the prices only in Indian Rupees.
- 10.2.2. Foreign bidders may quote the prices in their home currency, US Dollars or Euros (any one) and Indian Rupees.

10.3. Taxes and Duties

- 10.3.1. All Taxes and Duties payable as extra to the quoted price should be specifically stated in offer. Purchaser will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.

11. DELIVERY

- 11.1. Bidders are required to quote their best delivery period.
- 11.2. Foreign Bidders should submit their offer on FOB Nearest Sea Port / FCA Nearest Air Port basis as per Inco-terms 2000 for foreign supplies and on FOR Site (BHEL-Jagdishpur) basis for indigenous supplies.
- 11.3. Indian Bidders should submit their offer on FOR Site (BHEL-Jagdishpur) basis.
- 11.4. Delivery shall be counted from the date of Letter of Intent.
- 11.5. Date of dispatch for Indian supplies (RR/ GR date) and date of shipment (Bill of Lading, Air Way Bill date) for foreign supplies shall be treated as date of delivery.
- 11.6. The title of goods shall pass on to the Purchaser on FOB Nearest Sea Port / FCA Nearest Air Port for foreign goods and on FOR dispatching station dispatch for domestic goods.

12. VALIDITY OF OFFER:

Offers are to be kept valid for Six months from the date of opening of Part-I Bid (Techno-commercial)

12. COMPLETENESS OF THE EQUIPMENT

- 12.1. The Equipment shall be complete in every respect with all mountings and testing and fixtures and standard accessories, which are normally supplied. The Supplier shall not be eligible for extra payment in respect of such mountings, fittings, fixtures and accessories which are needed for efficient and safe operation of the Equipment.

- 12.2. All similar components or parts of similar equipment supplied by the Seller shall be interchangeable with one another.

13. TOOLS, CONSUMABLES AND SPARE PARTS

- 13.1. The Tenderer shall provide installation, commissioning and maintenance tools and tackles at no additional cost, unless otherwise stated in the Tender Documents.
- 13.2. The Tenderer shall provide commissioning spares and consumables at no extra cost to the Purchaser.
- 13.3. Mandatory/ recommended spares for two years operation shall be quoted item wise.

14. TERMS OF PAYMENT

14.1. Indian Bidders

- 14.1.1. The terms of payment shall be as per Special Conditions of Contract.

14.2. Foreign Bidders

- 14.2.1. The terms of payment shall be as per Special Conditions of Contract.

14.3. Tax Deduction at Source

- 14.3.1. Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Service Tax on E&C charges will be payable extra, if applicable. The liability of depositing the same to the Govt. will be of the Supplier.

14.4. MODVAT credit (for Indian Bidders only)

- 14.4.1. The price bid must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the Vendor is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the Purchaser.

14.5. Bank Charges

- 14.5.1. All bank charges for negotiation of documents through bank shall be to the account of the Seller.
- 14.5.2. No interest, whatsoever, shall be payable by Purchaser on the security deposit, any bank guarantee submitted or any amount due to the Seller by the Purchaser.

15. INVOICES AND PAYMENT DOCUMENTATION

- 15.1. Invoices shall be issued by the Supplier in the name of the Purchaser.
- 15.2. The invoices shall contain the following information:
- i) Project name
 - ii) Item no, quantity and description of equipment as per Purchase Order.
 - iii) Gross amount payable and net amount payable.
- 15.3. The following documents shall be presented by the Supplier to the Purchaser for drawing payment:
- i) Signed Commercial invoice in quadruplicate.
 - ii) Clean on board Bill of Lading/ Airway Bill (for foreign Suppliers)/ LR (or equivalent document (for Indian Suppliers)
 - iii) Packing list indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
 - iv) Manufacturer's Inspection / Test certificate
 - v) Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce (for foreign Suppliers).
 - vi) Manufacturer's Guarantee / Warrantee certificate as per Purchase Order.
 - vii) Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
 - viii) Certificate from shipping company or its agent that the vessel is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India (for foreign Suppliers).
 - ix) Material Despatch Clearance Certificate (MDCC) from Purchaser.
- 15.4. For foreign supplies, all documents shall show Purchase Order No and date, Import License No and date (if any) and Letter of Credit No and date. Loading on deck and trans-shipment will not be allowed.
- 15.5. The complete equipment shall be despatched in one lot. If, for any reason, a Vendor wants to despatch the equipment in more than one lot, it shall be only after written approval of the Purchaser. For this purpose, the Vendor shall submit to Purchaser a detailed list of items proposed to be despatched in various lots with price break-up for approval of the Purchaser.
- 15.6. Detailed procedure for preparation and submission of payment documentation will be provided by the Purchaser at a later stage.

16. SECURITIES

- 16.1.** The Vendor is required to submit the following bank guarantees as security in the form and manner specified below. The amount of Bank Guarantee shall be as per Special Conditions of Contract. The Bank Guarantees are to be established through any of the Schedule Bank .

16.2. Bid Security :

- 16.2.1. Every tender must be accompanied by Bid Security of specified amount in the form of a bank guarantee valid up to the Tender validity date with a claim period of further two months. The Bid Security shall be submitted as per proforma given in Annexure 1 of GCC – A.
- 16.2.2. Tenders received without Bid Security in full in the manner prescribed above will not be considered.
- 16.2.3. The Bid Security of the successful Tenderer will be returned after submission of Contract Performance Bank Guarantee.
- 16.2.4. In the case of unsuccessful Tenderers, the Bid Security will be refunded to them after finalization of the Order.
- 16.2.5. BHEL reserves the right of forfeiture of Bid Security in case the Tenderer :
 - a) After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
 - b) Fails to communicate unqualified acceptance of Letter of Intent within 7 days from the date of issue of Letter of Intent.
 - c) Fails to submit Contract Performance BG within 1 month of issue of Letter of Intent.

16.3. Contract Performance Bank Guarantee

- 16.3.1. The successful Tenderer shall furnish a Contract Performance Guarantee (CPBG) of the specified amount confirming that the Contract will be executed as per the terms and conditions and the CPBG should be valid till the Acceptance of Equipment at Purchaser's works (after completion of installation and commissioning and successful performance test) with a further claim period of two months. The Contract Performance Bank Guarantee shall be submitted as per proforma given in Annexure 2 of GCC – A.
- 16.3.2. The Contract performance Guarantee will be released to the Vender after receipt of Performance Bank Guarantee.

16.4. Performance Bank Guarantee

- 16.4.1. The Vendor shall furnish a Performance Guarantee (PBG) of the specified amount confirming that necessary service and maintenance support and guarantee replacements will be provided during the guarantee period. The PBG shall be valid up to end of the guarantee period with additional claim period of 2 months. The PBG shall be submitted as per proforma given in Annexure 3 of GCC – A.

16.5. For All Bank Guarantees

- 16.5.1. The BGs shall be established through a bank in India acceptable to the Purchaser.
- 16.5.2. All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

17. PENALTY FOR DELAY

- 17.1. The delivery of Equipment specified in the Purchase Order should be made within the time prescribed for completion of scope of work. Failure to complete the work in time as per the delivery specified in the Purchase Order would make the Vendor liable to an un-conditional penalty as per details given in the Special Conditions of Contract.

18. RISK PURCHASE

- 18.1. If the Vendor is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/ or complete the work from elsewhere at the risk and cost of the Vendor either the whole of the goods or any part which the supplier has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor.

19. PURCHASER'S RIGHT OF REJECTION

- 19.1. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- 19.2. Rejected goods or materials shall be removed by the Seller from the Site. The expenses to be incurred in respect thereof shall entirely be borne by the Seller.

20. INDIAN AGENT & AGENCY COMMISSION (FOR FOREIGN BIDDERS)

- 20.1. Offers from Indian agents on behalf of their principals (Foreign Manufacturers) will not be accepted.
- 20.2. An Indian Agent can represent only one Foreign Manufacturer against a particular Tender.

- 20.3. Agency commission, if any, payable to the Indian Agents, shall be shown separately in the offer (Section III-Price Schedule). This will be paid in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished along with offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Part-I bid opening date. In the Price schedule Format Agency commission to be clearly mentioned.

21. SHORT SHIPMENT / GUARANTEE REPLACEMENT

- 21.1. Any shortages or damages during transit, transportation or handling at site, including at the time of installation and commissioning, shall be made good by the Seller/ Contractor at his risk and costs, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put in service. Shortages in sound cases shall also be replenished free of cost.
- 21.2. In case of foreign supplies, customs duty (including any other duties and surcharges) levied in India on such supplies shall be borne by the Vendor. All such supplies shall be on FOR Site (Jagdishpur) basis and all taxes and duties shall be borne by the Vendor.
- 21.3. Any replacements during the guarantee period shall be on FOR Site (Jagdishpur) basis and all taxes and duties (including customs duty) shall be borne by the Vendor.

22. INSPECTION AND TESTING

- 22.1. The Engineer/ Inspector shall have at all reasonable time, access to the Supplier's premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the plant or examine the materials and workmanship of the machine during its manufacture and if parts of the machine is being manufactured in other premises, the Supplier shall obtain permission for the Engineer/Inspector permission to inspect such equipment.
- 22.2. The Supplier shall give the Engineer/Inspector 21 day's written notice of Equipment being ready for testing. Such tests shall be to the Supplier's account except for the expense of the Inspector and the Engineer/Inspector. Unless the inspection of the tests is virtually waived, the Inspector /Engineer shall attend such tests within 21 days of the date on which the plant is notified as being ready, failing which visit, the Supplier may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the tests in triplicate. The equipment on which witnessing of tests is required, shall be mutually identified and agreed.
- 22.3. When the factory tests have been completed at the works of the Vendor or Sub-Vendor, the Engineer/Inspector shall issue a certificate to this effect

within fifteen days after completion of tests. If the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued after receipt of the Supplier's test certificate by the Engineer/Inspector. The completion of these tests or issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests after installation, be found not to comply with the Contract.

23. COUNTRY OF ORIGIN :

Vendor to mention Country of Origin of equipments from where it will be supplied

24. PACKING

- 24.1. The Supplier shall include and provide for secure protection and packing for the plant so as to avoid damages in transit to Site under proper conditions and he shall be responsible for all losses or damages caused or occasioned by any defect in packing.
- 24.2. The Equipment shall be packed in suitable strong cases wherever essential. Large article such as bed plates which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected.
- 24.3. Weight and dimension limitation for transport shall be followed.

25. QUALITY OF MATERIALS

- 25.1. The plant shall be manufactured and constructed in the best workman like manner and with materials of the best or of approved qualities for their respective uses.
- 25.2. A Quality Assurance Plan shall be submitted by the Vendor to the Purchaser giving details of manufacturing and testing standards and procedures for major equipment for his approval.
- 25.3. Vendor shall purchase the bought out items only from vendors of repute and indicate the same to the Purchaser at the time of approval of drawings. Purchaser reserves the right to approve/ reject such vendors and visit / inspect the works of vendors and that of their sub-contractors before or after placement of order.

26. DESIGN IMPROVEMENT

- 26.1. The inspector or the Supplier may propose changes in the specification of the plant or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.

- 26.2. If any such agreed upon change is such that it affects the price or delivery, the parties shall agree in writing as to the extent of any change in the price and/or delivery or both, before the Supplier proceeds with the change.

27. DRAWING / DATA APPROVAL

- 27.1. Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the Vendor and any delay on account of the same shall be the responsibility of the Vendor and will have no bearing on delay in delivery or applicable penalty.

28. ACCEPTANCE OF EQUIPMENT

- 28.1. The Equipment will be accepted by the Purchaser after installation, testing and commissioning of the Equipment at Site and after completion of following activities.
- 28.1.1. All components and sub-assemblies of the Equipment have been properly assembled and tested.
 - 28.1.2. All facilities necessary for the safe and reliable operation of the Equipment have been properly installed and adjusted.
 - 28.1.3. The equipment can be safely placed in operation for its intended use.
 - 28.1.4. Spares, service tools and manuals have been delivered to the Purchaser.
 - 28.1.5. On site training of the Purchaser's personnel have been completed as per Contract.
 - 28.1.6. As built Drawing to be submitted along with 5 sets of Operation and Maintenance Manuals.
- 28.2. A letter of Acceptance of Equipment shall be issued by the Site Engineer after acceptance of the Equipment.
- 28.3. The guarantee period of the Equipment will start from the date of acceptance of Equipment by the Purchaser.

29. USE OF DRAWING/ DESIGN INFORMATION

- 29.1. The Vendor shall undertake that the drawings / design / Information enclosed with the Tender / Order or sent to him subsequently is the property of BHEL and it will not be parted to any other agency and will also not be used for any purpose detrimental to the interests of BHEL.

30. PERFORMANCE GUARANTEE

- 30.1. The Supplier guarantees that the Equipment will be new and in accordance with the specifications; that the Equipment will be free from defects in

material and workmanship; and that the Equipment will meet the specified performance parameters

- 30.2. For the guarantee period the Supplier shall be liable to repair or replace any defective parts that may develop in the Equipment of his own manufacture or those of his sub-Suppliers under conditions arising from faulty design, materials or workmanship; provided that notice of any such defects or failure to conform to the specifications is promptly given within 30 days by the Purchaser to the Supplier.
- 30.3. The acceptance of the plant by the Engineer shall, in no way, relieve the Supplier of his obligation under this clause.
- 30.4. In the case of defective parts not repairable at site but essential in the meantime for commercial operation of the plant, the Supplier and Purchaser shall mutually agree to a programme of replacement or renewal which will minimise, to the maximum extent, interruption in the operation of the Equipment.
- 30.5. If it becomes necessary to replace or renew any defective parts under this clause, the provisions of this clause shall apply to replaced part until 6 months from the date of replacement or until the expiration of original guarantee, whichever is later.
- 30.6. Guarantee period for the Equipment shall be as specified in the Special Conditions of Contract.

31. PROGRESS REPORTS

- 31.1. The Supplier shall furnish to the Purchaser Progress Reports of the equipment manufactured at the end of every months as per mutually agreed format.

32. REVERSE AUCTION (RA)

- 32.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- 32.2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 32.3. BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- 32.4. BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 32.5. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.

- 32.6. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- 32.7. BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" by including items like Packing & Forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL Commercial terms & conditions, if any) for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 32.8. Reverse auction will be conducted on a scheduled date & time.
- 32.9. At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 32.10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- 32.11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 32.12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 32.13 Tenders when finalised shall be in the name of the Bidder only and change of name during tender evaluation (without certificate from registrar of company/other appropriate Authority) and after submission of the Tender is liable to make the offer ineligible for participation

33. HEALTH SAFETY & ENVIRONMENT (HSE)

- 33.1. Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- 33.2. Competency requirements for operation, maintenance and calibration, if any, shall be communicated
- 33.3. If any hazardous chemicals as per MSIHC (Manufacturing, storage and import of Hazardous Chemicals) Rules 2000 are used, the MSDS shall be provided, along with On site & Off site emergency plan (as applicable)
- 33.4. The noise level at operator level shall be within acceptable range and shall be specified.
- 33.5. OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.

- 33.6. The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948
- 33.7. The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval
- 33.8. The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished
- 33.9. Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment
- 33.10. Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TL V, (Threshold Limit Value).
- 33.11. Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- 33.12. All furnaces, process units, DG sets, paint booths, shot blasting chambers, etc. shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- 33.13. Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- 33.14. Chemicals banned due to their negative impact on the environment shall not be used in the process.
- 33.15. Fuels with sulphur content less than 0.05% shall be proposed.
- 33.16. Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- 33.17. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, storage and Import of Hazardous Chemical 1989, etc. shall be followed
- 33.18. Primary materials used in the equipment shall be specified and they shall be eco – friendly.

34. COOPERATION WITH OTHER VENDORS

- 34.1. The Supplier shall agree to co-operate with the Purchaser's other suppliers and consulting engineers for associated equipment and freely exchange

with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of equipment. No remuneration shall be claimed from the Purchaser for such technical co-operation. The inspector shall be provided with two copies of all correspondence addressed by the Supplier to other Suppliers in respect of such exchange of technical information

35. FORCE MAJEURE

- 35.1. Notwithstanding anything contained in this Contract, neither the Supplier and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or Purchaser has no control.

36. ARBITRATION

- 36.1. The Purchaser and Supplier shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute can not be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the Supplier and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of New Delhi Courts only.

37. CONTRACT LAW AND JURISDICTION

- 37.1. This Contract shall be governed by the laws of India.
- 37.2. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at New Delhi.

ANNEXURE-1 of GCC -A**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd. (hereinafter called the 'Bank'), in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Tenderer) have submitted a tender in response to tender specification No/ Enquiry No..... (hereinafter called the said 'Tender Documents') of the Company.

And whereas the said tender documents provide that the Tenderer shall submit a bank guarantee for a sum of Rs..... (Rupees..... only) towards Bid Security to be made in the form and manner therein specified.

And whereas the Tenderer have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee against any loss or damage caused to or suffered by the said Purchaser by reason of any breach by the aforesaid Tenderer of any of the terms, conditions, stipulations undertakings or any one of them contained in the said Tender Documents, and for the payment of any money or moneys payable by the said Tenderer to the said Purchaser under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due, being solely in the discretion of the said Company. We further undertake to pay the aforesaid amount in a lump sum on demand irrespective of the fact whether the said Tenderer admits or denies such claim or questions its correctness in any Court, Tribunal of Arbitration proceedings or before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Tenderer in or for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Tender Documents irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not and claim to receive such notice of any change and or/variation of the terms and/or conditions of the said tender document is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said tender documents by the said Purchaser against the Tenderer irrespective of

whether notice of such forbearance, enforcement or non-enforcement of any powers or rights, modifications or changes made in the said tender documents or concessions shown to the Tenderer by the Purchaser is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said company in respect of any liability or obligation of the Tenderer under the said tender document.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalisation of the tender and execution of agreement there of and that it shall continue to be enforceable till the required Contract Performance Guarantee is issued by the successful Tenderer, as stipulated in the said Tender Documents or till the Purchaser certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Tenderer and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date – tender validity date plus two months) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at New Delhi only.

And lastly, theBank undertakes not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated the Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

ANNEXURE-2 of GCC -A**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Vendor) proposes to enter into a Contract arising out of the Letter of Intent No addressed by the Company to the Vendor, for.....(scope of supply & services) (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Vendor shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Contract performance guarantee to be made in the form and manner therein specified.

And whereas the Vendor have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Vendor and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee without any demur, merely on a demand from the Purchaser and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's failure to perform the said Agreement and for the payment of any money payable by the said Vendor to the Purchaser under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Purchaser).

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor, any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Vendor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Vendor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Vendor in respect of any liability or obligation of the Vendor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Vendor and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date- acceptance of equipment at Purchaser's works plus two months) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at New Delhi only.

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated The Day of

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

ANNEXURE-3of GCC - A**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this Day of 200 by Bank Ltd (hereinafter called the 'Bank', in favour of Bharat Heavy Electricals Limited, having its Registered Office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called the 'Purchaser') throughunit.

Whereas M/s (hereinafter called the Vendor) has entered into a Contract arising out of the Purchase Order No addressed by the Purchaser to the Vendor, for.....(scope of supply & services) (hereinafter called the 'Agreement').

And whereas the said Agreement provides that the Vendor shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Performance Guarantee to be made in the form and manner therein specified.

And whereas the Vendor have approached (Bank) and at their request and in consideration of the arrangement arrived at between the said Vendor and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we (Bank) by the hand of Shri..... its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees) by virtue of this Guarantee without any demur, merely on a demand from the Purchaser and to keep the company indemnified to the extent of Rs....., by virtue of this guarantee against any loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's failure to perform the said Agreement and for the payment of any money payable by the said Vendor to the Purchaser under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely at the discretion of the Purchaser).

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor, any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Vendor in or for fulfilling the said Agreement and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Vendor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may become due to the said Vendor in respect of any liability or obligation of the Vendor under the said Agreement.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Agreement have been fully paid and the Agreement have been fully and properly carried out by the Vendor and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the(date – end of guarantee period plus two months) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at New Delhi only.

The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank

Dated _____ The _____ Day of _____

Attorney (signature of the person duly authorised to sign on behalf of the bank)

Witness

Annexure-4 of GCC-A**SCHEDULE OF TECHNICAL DEVIATIONS:****TENDER ENQUIRY NO & DATE :****ITEM DESCRIPTION :****DUE DATE OF OPENING (PART-I):**

Sr.No	Specification Clause No	Technical Deviation	Remark/Reasons for seeking Deviations.
-------	-------------------------	---------------------	--

We hereby confirm that except for above , there are no other Technical Deviations.

Representative/Bidder**Signature of Authorised****Name:****Designation:****Date:****Name of Organisation:****Seal:**

Annexure-5 of GCC-A**SCHEDULE OF COMMERCIAL DEVIATIONS:****TENDER ENQUIRY NO & DATE :****ITEM DESCRIPTION :****DUE DATE OF OPENING (PART-I):**

Sr.No	Specification Clause No	Commercial Deviation	Remark/Reasons for seeking deviation
-------	-------------------------	----------------------	--

We hereby confirm that except for above, there are no other Commercial Deviations.

Representative/Bidder**Signature of Authorised****Name:****Designation:****Date:****Name of Organisation:****Seal:**

Annexure-6 of GCC-A

LIST OF CONSORTIUM BANK

The Bank Guarantees are to be established through any of the consortium Bank listed with BHEL as below .

1. State Bank Of India .
2. ABN AMRO BANK N.V.
3. Bank Of Baroda .
4. Canara Bank.
5. CITI Bank N A
6. Deutsche Bank AG .
7. HDFC Bank .
8. ICICI Bank Ltd.
9. IDBI Ltd.
10. Punjab National Bank .
11. Standard Chartered Bank .
12. The Honkong and Shanghai Banking Corporation Limited / HSBC.
13. State Bank of Hyderabad-New Delhi

The Letter of Credit shall also be opened through any of the bank listed above.