

Annexure For Techno Commercial Bid

Check List - to be filled and submitted along with Technical Bid

BHEL Commercial Terms and Conditions for Indigenous Supplies	Vendor's Confirmation / Comments
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	
Prices shall be quoted item wise only as per the model format enclosed	
Prices shall be quoted on "FIRM PRICE" basis only The prices should be only on F.O.R / Despatching station basis with Packing & Forwarding charges if any. Applicable % of GST & Freight & Insurance, Installation & Commissioning Charges should be clearly Indicated	
Validity of offer shall be for a minimum period of 120 days from the date of Tender opening	
Delivery period from the date of Letter of Intent / Purchase order shall be clearly mentioned in the offer	
Liquidated damages @ '0.5% per week subject to a maximum of 10% of the order value shall be applicable for delay in deliveries For Details Refer Annexure- v	
Following Risk Purchase clause shall be applicable The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases	
Payment term for supply portion: Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials For details Refer Annexure- v	
Erection / commissioning: (if applicable only) Erection / commissioning charges if any has been mentioned in the offer or else confirmation that Erection /commissioning shall be done at free of cost is available in the offer,	
The equipment shall be guaranteed for a period of 12 months from the date of commissioning	
Final inspection and acceptance of equipment will be after installation at BHEL, Trichy	
The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost	
Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis.	
Confirm MSE vendor or not (Incase of MSE vendor necessary documentary proof shall be furnished as per Annexure VI)	
% of applicable GST	
Packing & Forwarding Charges (if any in % only)	
Percentage of Freight& transit insurance charges, if any Freight charges from Dispatching station to BHEL, Tiruchirappalli • Supplier should quote for F.O.R-BHEL Trichy Stores.	
As per Commercial terms and conditions, acceptance for participation in Reverse auction (RA).Yes/No to be indicated	
Name of the person for participating reverse auction	
Land Line Number	
Fax Number	
Mobile Number	
E-mail ID	

NOTE:-

- It is confirmed that all the terms and conditions stipulated In the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- Your offer should be indicating applicable If any P&F Charges, % of GST, Freight, Insurance and Installation and Commissioning Charges etc., as per our Price Format
- Your specific acceptance to our Payment terms, LD & Risk Purchase Clause are essential for consideration of your offer. Other wise your offer is liable for rejection.
- No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Annexure For Price Bid

Bharat Heavy Electricals Limited TIRUCHIRAPPALLI CAPITAL PURCHASE
MODEL PRICE BID FORMAT FOR INDIAN BIDDERS **Annex**

Annexure-IV

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No	Description of item	Unit	Quantity	Rate in Rs.	Value in Rs.
	TOTAL VALUE IN RS.				
	Packing & Forwarding charges in % if any				
	Freight& Insurance Charges In % if freight charges are not mentioned it will be considered as FOR-BHEL TRICHY.				
	GOODS AND SEVICES TAX (indicate in %)				
	A) GST (%)				
	B)				
	C)				
	Approximate Net weight of the total consignment				
	Approximate Gross weight of the total consignment				
	Approximate Dimensions of the Consignment				
	The price indicated shall be inclusive of all accessories, spares etc. as given in the scope of supply. Individual item-wise break-up price shall be attached as an annexure to this price bid format.				

Signature & Seal of Vendor

NOTE:

- 1. The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable".**
- 2. Prices shall be quoted item-wise only as per the above format.**
- 3. If Price quoted is Inclusive of taxes, the included tax Value and Base Value shall be indicated item-wise.**

Payment Term (Indigenous)**If materials are receivable at Stores/Trichy without PBG**

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.

If materials are receivable at Stores/Trichy with PBG

Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period.

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

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

Offers of indigenous Suppliers with any other Payment terms will be rejected.

If offer is received from both OEM/Manufacturer and authorized dealers or agent, then OEM/Manufacturer offer will only be considered and dealers or agent offer will be ignored.

Liquidated Damages / Penalty -

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

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

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

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

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

For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered.

Guarantee / Warranty Period – (if applicable)

Normally No deviation permitted and the deviated offers are liable for rejection.

Ranking-

BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.

Performance Bank Guarantee – (if applicable)

Normally No deviation permitted and the deviated offers are liable for rejection.

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

NOTE:- 1. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

2. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted bid which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions.

3. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

Special Provisions for Micro and Small Enterprises (MSE)

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories are:
 - (a) Enterprises owned by Scheduled Castes.
 - (b) Enterprises owned by Scheduled Tribes.
 - (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category.

3. Incase MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
4. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VII where deemed validity of EM II certificate of five Years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Certificate by Chartered Accountant

This is to certify that M/s., hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, Entrepreneur Memorandum No (Part - II) dtd:....., Category :.....(Micro / Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

The above investment of Rs..... Lacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

Terms for GST:

Indigenous suppliers:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer..
2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

PART A**QUALIFYING CRITERIA FOR THE SUPPLY OF THREE PHASE POWER QUALITY ANALYSER****SECTION – I**

The BIDDER is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details.

S. No.	PARTICULARS	VENDOR'S RESPONSE
1.0	Number of Years of Experience of the BIDDER (Original Equipment Supplier) in the field of design, manufacture and supply of 'THREE PHASE POWER QUALITY ANALYSER'.	
2.0	YEAR of LAUNCH of the MODEL quoted against this ENQUIRY	
3.0	Number of 'Three Phase Power Quality Analyzer' supplied, till date in the QUOTED MODEL	
4.0	Details on International Standards followed in three phase power quality meter Equipment as applicable.	
5.0	Comprehensive Details, on Performance Testing of Three Phase Power Quality Analyzer carried out at the Factory, to be furnished with the Technical Offer.	
6.0	Details on SERVICE-AFTER-SALES Set-Up in India including the Addresses of Agents / Service Centres in India, to be furnished compulsorily. The agents / service centers claiming to provide 'Service after sales' shall have been registered as an authorized service agency of the OEM (Original Equipment Manufacturer) on or before the date of release of this tender.	
7.0	BIDDER to indicate the Country of Origin for the supply of Three Phase Power Quality Analyzer.	

SECTION – II

The BIDDER has to compulsorily meet the following requirements to get qualified for submitting an offer for the 'Three Phase Power Quality Analyzer'

THREE PHASE POWER QUALITY ANALYSER

S. No.	REQUIREMENTS	VENDOR's RESPONSE
8.0	The BIDDER shall have a minimum of FIVE Years of Continuous Experience in the Design, Manufacture & Supply of 'Three Phase Power Quality Analyzer'	
9.0	The BIDDER should have supplied at least FIVE 'Three Phase Power Quality Analyzer' with indicated model to an Indian customer. Also, indicate the number of such Three Phase Power Quality Analyzer machines sold within India.	
10.0	Reference of the Customer and Performance Certificate (in the FORMAT given under ANNEXURE-A) with full contact details of CONTACT PERSON, who are the End Users of the MODEL (given under Clause No.9.0) of 'Three Phase Power Quality Analyzer' that the bidder wishes to offer against the technical specifications provided in this tender. The performance certificate should be valid during the period of this particular tender.	
11.0	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	

SECTION – III

The BIDDER has to comply with the following, for accepting the Technical Offer for scrutiny by the Purchaser:

S.No.	REQUIREMENTS	VENDOR's COMPLIANCE
12.0	The BIDDER shall submit the offer in TWO PARTS - Technical [with PART A & PART B] & Commercial and Price Bid.	
13.0	The Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause. A just 'CONFIRMED' or 'COMPLIES' or 'YES' or 'NO-DEVIATION' or similar words in the technical comparative statement may lead to disqualification of the Technical Offer. In	

THREE PHASE POWER QUALITY ANALYSER

	case of any deviations in any of the technical specifications, such deviations should be clearly specified in the comparative statement.	
14.0	The BIDDER shall assure a continuous support for SPARES and SERVICE for at least FIVE Years, from the date of commissioning of the equipment at BHEL Works.	
15.0	The Technical Offer shall be supported by Product Catalogue and Data Sheets in ORIGINAL and complete technical details / literature on the QUOTED MODELS of Three Phase Power Quality Analyzer	
16.0	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation for the scope of supply.	
17.0	Earlier performance & field experience (service support) with BHEL (if any) will be a reckoning factor for the technical qualification of the OFFER.	

PERFORMANCE CERTIFICATE

The Performance of the subject model Three Phase Power Quality Analyser should be certified by the customer on Customer's Letter Head, in the following pattern/format and submitted along with the TECHNICAL OFFER positively.

- 1.0 Name of the Equipment Supplier (OEM) :
- 2.0 MODEL/MAKE of the Induction Heating System :
- 3.0 Month & Year of Commissioning of the Equipment :
- 4.0 Brief Details on the Application/Use of the Three Phase Power Quality Analyzer:
- 5.0 Performance of the Three Phase Power Quality Analyser
stated above: Very Good /
Satisfactory /
Not Good
- 6.0 Availability of the Three Phase Power Quality Analyzer
stated above: Good / Poor
- 7.0 Service After Sales support given by the OEM /
Indian Representative, including spares supply : Satisfactory /
Not Satisfactory
- 8.0 Special Remarks / Recommendations :

Date:

Signature & Seal of the Authority
Issuing the Performance Certificate

To

**DGM / Purchase
MM / CAPITAL EQUIPMENT
BHEL /TRICHY – 620 014**

PART B**TECHNICAL SPECIFICATIONS FOR THREE PHASE POWER QUALITY ANALYSER**

AA. POWER QUALITY ANALYSER:			
S. No.	FEATURES /BHEL SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
AA.1	A three phase state of the art power analyser offering extensive set of measurements including mains signalling, data logging of operational parameters of voltage, current, frequency etc., current clamps, protective casing, both inbuilt and extended memory, program software for processing. All measurement values specified are to be complied with and will be considered as minimum eligibility for technical evaluation. However, superior performance characteristics will also be acceptable for technical evaluation only. The analyser should measure amongst other parameters the following: • Three phase and phase wise voltage, current, power, power factor, Cos Phi. • Energy and demand • Dips, Swells, interruptions, crest factor and unbalance • Transient detection upto 6kV 200kHz on all phases simultaneously • Inrush current • Flicker • Phasor diagram and waveforms • Frequency • Harmonics for voltage, current and power upto 51st order, Inter harmonics • Upto seven power quality parameter in one screen according to EN 50160 • Min, Max and Avg value for all RMS measurements. • Power loss due to unbalance and Harmonics • Inverter Efficiency		

BB. ANALYSER CHARACTERISTICS : [The scope of supply shall consist of the following]			
S.No.	FEATURES /BHEL SPECIFICATION	OFFER BY BIDDER	DEVIATIONS
BB.1	Overall Features: - Graphical screen with display of measurement, waveform, trends and harmonic spectrum - The instrument should comply to class A standard as per IEC 61000-4-30. - The instrument should have the capability for GPS time synchronization for correct time stamp if required - The instrument should comply to the latest IEC standard for Flicker, Harmonics and power quality - Mains Signalling recording - Minimum of 500 samples per cycle for RMS measurement - Analysis of trend in the meter display itself with curser and zoom function - Power backup with Standard battery of 8 hrs. and Extended Battery of 16 hrs. 8GB (Expandable to 32GB) Memory to store the data upto 400 parameters, event and waveform - Unlimited (Limited only by Memory size) Screen shots to be stored in the memory 4 Flexible current probes to measure all the three phases and also neutral current – 0.5 A to 6000 A - All the measurement should be recorded for trending automatically without any setup - The wiring configuration should be displayed in the meter for various configuration (1 phase, star, delta, etc.) - Optically isolated USB Communication port to connect to the PC to download and analyse measurement, waveform, trends and events. - Software for data downloading and analysis. - The instrument should have the programming capability for CT/PT ratio upto 10000/1.		

BB.2.	Voltage Inputs: Number of inputs 4 (3 phases + neutral) DC coupled, Maximum input voltage: 1000 V _{rms} , Nominal Voltage range is 50 to 500 V internally divided in three ranges 500 V, 250 V and 125 V, Maximum peak voltage 6 kV, Input impedance 4 MΩ // 5 pF, Bandwidth > 10 kHz, up to 100kHz for transient display and variable scaling modes.		
BB.3	Current Inputs: 4 (3 phases + neutral) DC coupled, Inputs will be through Clamp on current transformer with mV output. Nominal input Range is 0 to ± 5.625 V _{peak} and 0 to 3.97 V _{rms} sinewave. The current range is to be from 1 to 1200A A _{rms} . Suitable clamps for this measurement range is to be included as mandatory supply. Input impedance not less than 50 kΩ with Bandwidth >10 kHz Scaling 0.1, 1, 10, 100, 1000 mV/A, variable, i5s and i430flex		
BB.4	Nominal Frequency: 40 – 70 Hz		
BB.5	Sampling System: Resolution of at least 16 bit analog to digital converter on 8 channels Maximum sampling speed of 200kS/s on each channel simultaneously		
BB.6	Display Modes: Waveform display is to be available in Scope and Transient mode. It should captures 8 waveforms simultaneously. It should also display update rate 5x per second Up to 10/12 times horizontal zoom. Cursors are to be made available showing min, max, average reason at any given cursor position. A real time Phasor diagram is to be shown. Display update per second should be in multiples of sampling and the meter readings are to be made available in Volts/Amps/Hertz, Harmonics, Power & Energy, Flicker. Trend graph to be made available for the parameters of Volts/Amps/Hertz, Dips & Swells, Harmonics, Power & Energy, Flicker, mains signal. Bar graph and Event list are also to be made available. Display resolution – 320 X 240 pixels or better with user adjustable contrast and brightness		

BB.7	Measurement Modes: Scope: V_{rms}, A_{rms}, V_{cursor}, A_{cursor}, Hz, V phase angles, A phase angles Volts/Amps/Hertz V_{rms}, V_{pk}, V Crest Factor, A_{rms}, A_{pk}, A Crest Factor, Hz It should also captures dips and swells up to 1000 events with date, time, duration, magnitude and phase identification with programmable thresholds Harmonics: DC, 1 to 50 Harmonic Volts, THD Volt, Harmonic Amps, THD Amps, K Amps, Harmonic Watts, THD Watts, K Watts, Interharmonic Volts₄, Interharmonic Amps₄ (relative to fundamental or to total rms). Power and Energy: Watts, VA, VAR, Power factor, $\cos \phi$ / DPF, A_{rms}, V_{rms}, kWh, kVAh, KVARh, peak demand interval using trend, KYZ revenue meter verification via optional input. Flicker: $P_{st}(1min)$, P_{st}, P_{lt}, $V_{rms\frac{1}{2}}$, $A_{rms\frac{1}{2}}$, DC, D_{max} Unbalance V_{neg}, V_{zero}, A_{neg}, A_{zero}, V_{fund}, A_{fund}, Hz, V phase angles, A phase angles Transients: V_{rms}, A_{rms}, V_{cursor}, A_{cursor} Inrush Currents: Inrush Current, Inrush duration, $A_{rms\frac{1}{2}}$, $V_{rms\frac{1}{2}}$ Mains Signalling: Relative signalling voltage and absolute signalling voltage averaged over three seconds for two customer selectable frequencies Logger: Measures and records up to 100 parameters on all 4 phases simultaneously with selectable averaging time. Captures up to 10000 events with date, time, duration, magnitude and phase identification with programmable thresholds System Monitor V_{rms}, A_{rms}, Harmonic Volts, THD Volts, P_{lt}, $V_{rms\frac{1}{2}}$, $A_{rms\frac{1}{2}}$, V_{neg}, Hz, dips and swells, unbalance. All parameters are measured simultaneously in accordance with EN50160. Using Flagging to indicate unreliable readings according IEC61000-4-30.		
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BB. 8. Range and Accuracy:

Parameter	Range	Accuracy
Voltage	1-1000 V	+/- 0.1% of nominal voltage
Current	0.5A - 6000 A	+/- 0.5% +/- 5 counts
Frequency	43 - 57	+/- 0.01 Hz
Power factor	0-1	+/- 0.033
Cos Phi	0-1	+/- 0.033
Transient	Upto 6kV PV Min time duration 5 micro sec	
Harmonics	DC, 1 to 50 Grouping: Harmonic groups according to IEC 61000-4-7	
Inter Harmonics	1 to 49 Grouping: Harmonic and Interharmonic sub groups according to IEC 61000-4-7	
THD (relative to %f or %r)	0 to 100.0 %	0.1% ± 2.5% V and A (± 5% Watt)
Flicker (Pst (1min), Pst, Plt, PF5 instantaneous Flicker)	0 to 20 measurement range with 0.01 resolution	Within ±5% of tabulated values according IEC61000-4-15
Transient Capture	Volts ± 6000 Vpk with resolution of 1V Minimum detect duration of 5 µs and sampling 200 kS/s	±15% of cursor reading max.

BB.9.	Trend Recording: Auto Trend automatically records min, max and average values over time for all readings being displayed for the 3 phases and neutral simultaneously of Volts/Amps/Hertz, Harmonics, Power & Energy, Flicker. It should have a sampling rate of 5 readings/sec continuous sampling per channel. Instrument to have sufficient internal memory to continuously record and store the process parameters. Built in Real time clock to facilitate time stamped trending and events. Software to interpret, analyse and document recorded data is to be made available with the latest version.		
BB.10	Casing of the meter: The case should be rugged, shock proof with integrated protective holster. It should measure upto holding the meter properly when used in tilt stand position		
BB.11	Power: Line power: Switchable 230V adapter with plug Power Adapter Battery power: Rechargeable battery included. Battery operating time: > 7 hours Power saving Adjustable time for dimmed backlight with on screen power indicator		
BB.12	Standards: Standards adhered to by the meter.	Vendor to indicate the standards used for different measurement methods of process parameters.	
BB.13	Documentation: Operating manual to be provided in duplicate in both hard and soft copy forms. It should cover all operating instructions in detail. Separate manual for operating data logging and analysis software is also to be provided.		
BB.14	Safety rating and standards	Vendor to indicate the standards used for ensuring safety of the device and operation. Safety ratings to be mentioned.	
BB.15	Warranty: The instrument should be minimum warranted for a period of 3 years.		

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

Instructions for filling the Registration Form

- Supplier registration is only through online portal at <https://supplier.bhel.in>.
- All columns in the Registration Form are to be duly filled up. Indicate, '**NIL**'/ '**Not Applicable**', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- Registration of supplier will be done on the basis of the following criteria depending upon the applicability

SNO	Criteria	Max. Marks	Min. Qualifying Marks	Applicable for
1.	Organizational soundness	50	30	Manufacturers*/ EPC Contractors*/ Non-Manufacturers/ Subcontractor
2.	Financial information			
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	Total	100	60	

* Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.

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

DECLARATION

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

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

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

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

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

Name:

Position:

Date & Place:

Signature along with Office Seal:

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

PART- A: ORGANISATIONAL SOUNDNESS

1.0 ORGANISATIONAL INFORMATION						
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED						
1.2 REGISTERED OFFICE ADDRESS						
Tel: Landline					Fax	
Website						
1.3 Address, Contact person & Telephone no for:						
• WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1: • WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2: • • WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:						
1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)						
SNO	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON (as per cl 1.3)		
2.0 GENERAL INFORMATION						
2.1 DETAILS OF CHIEF EXECUTIVE:		2.2 DETAILS OF AUTHORISED SIGNATORY ATTACH AUTHORIZATION LETTER)		2.3 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S)		
Name						
Designation						
Aadhar No.						
E-Mail						
Tel: Landline						
Mobile						
Fax						
2.4 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:						
Name	Gender (Male/ Female)	% Share of Ownership	SC/ ST (Y/ N)	PAN	Aadhar No.	DIN No. (if applicable)

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-C

(Attach organization chart)					
2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.			2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY		
Name of BHEL Employee			Name of Ex. BHEL Employee		
Staff No.& Designation			Staff No.& last Designation held		
Unit & Department			Place of last posting (Unit & Dept.)		
Relationship			Date of leaving Service from BHEL		
3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)					
3.1 OWNERSHIP			DOCUMENTS TO BE FURNISHED		
Govt. Of India Undertaking			-		
State Govt. Undertaking			-		
Public Limited Company			Memorandum of Association, Articles of Association and Certificate of Incorporation		
Private Limited Company					
One Person Company					
Limited Liability Partnership			Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)		
Partnership Firm			Registered Partnership Deed duly signed by Registrar of Firms		
Proprietorship			Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)		
Co-Operative Society			Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act)		
Trust			Registered Trust Deed		
Others (please specify)			Attach a copy of the relevant Statutory document		
Any other Statutory document need to carry out business (please specify)					
3.2 Nature of Business					
Tick as applicable: • Manufacturer / Engg. Consultant/ EPC Contractor/ System Integrator () • Subcontractor - Machinist / Fabricator with free issue of material () • Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) () • Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun & Bradstreet/ Creditreform etc. & deed of agency agreement) () *Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.					
3.3 Year of Commencement of Business (attach relevant documents)					

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)		
4.1	Permanent Account No (PAN)	
4.2	Central Sales Tax Regn. Number / TIN Number	
4.3	State Sales Tax/ VAT / TIN Number	
4.4	Excise Control Code number	
4.5	Service Tax Regn. Number	
4.6	Whether Company is Micro/ Small Enterprise (MSE) Category	YES/ NO
4.6.1	Category as per extant MSME Act (Micro/ Small/ Medium)	
Documents to be furnished (any one) & (Tick the appropriate) • Udyog Aadhaar Memorandum & Acknowledgement • Valid NSIC Certificate () • Entrepreneurs Memorandum part II (EM II) certificate (deemed validity of 5 years) () {in case of EM II certificate older than 5 Years, EM II certificate along with attested copy of CA certificate* applicable for the relevant financial year (latest audited)} () * Certificate by Chartered Accountant on letter head as per <i>Annexure-H</i>		
4.6.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate)	
• Proprietor: SC/ ST Certificate () • Partnership Firm: SC/ ST Certificate of partners holding 51% shares & above () • Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares & above ()		
5.0 OTHER PARTICULARS (DOCUMENTS TO BE FURNISHED)		
5.1 IF REGISTERED WITH ANY OF BHEL UNITS		
Name of BHEL unit		
Common/ Unit Supplier Identification (ID)Number		
Items for which supplier is registered & their specifications (copy of at least one or more successfully executed purchase orders)		
5.1.1 IF ANY OF YOUR SISTER UNIT/ FIRM IS REGISTERED FOR SIMILAR ITEM/S?		
Name of Sister Unit(s) already registered with BHEL		
Common/ Unit Supplier Identification(ID)Number/ Code		
Item/s for which supplier is registered	Item 1	Item 2
5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	YES/ NO (Documentary Evidence)	
5.3 Whether Supplier is ISO 9001 Certified	YES/ NO (Certificate)	
5.4 Whether Supplier is ISO 14000 Certified	YES/ NO (Certificate)	
5.5 Whether Supplier is OHSAS 18000 Certified	YES/ NO (Certificate)	
5.6 Experience List: Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached. (Attach performance certificates issued by its customers for successful execution of the contracts)		
5.7 Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if any? (If Yes, kindly furnish details with latest status on a separate sheet)		YES/ NO

6.0 MANUFACTURING FACILITIES:

6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division (as per cl. 1.)	Description of Machine/Equipment	Quantity	Make & Year of Installation	Remarks
In case of space limitation, please enclose annexure / catalogue with tag					

6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Process Outsourced	Name & address of The Company	Description of Machine / Equipment	Remarks
In case of space limitation enclose annexure/ catalogue with tag				

6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE: _____.

6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO

7.0 INSPECTION & TESTING FACILITIES

7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Works/ Division(as per cl. 1.2)	Description of Facility/ Equipment & Capacity	Nos.	Make & Year of Manufacturing	Last Date of Calibration(With Traceability)
In case of space limitation enclose annexure/ catalogue with tag					

7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)

Sl. No	Test	Source of Testing	Description of Facility/ Equipment & Capacity	Approval of Equipment/ Process/ Personnel Qualification
In case of space limitation enclose annexure/ catalogue with tag				

Note: In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(INDIAN SUPPLIER)

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

Date: 26.09.2016

Annexure-C

PART- B: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)

1. Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.
2. If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.
3. Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded.

FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS

“Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable”

8.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs)			
8.1	NET WORTH (Share Capital + Reserves)				
8.2	LONG TERM DEBT/ LOAN				
8.3	DEBT EQUITY RATIO Long term Debt (8.2) Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS				
	a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	d) Loans and advances				
	e) Other current assets				
	Total				
	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	b) Advances from customers				
	c) Other liabilities				
	d) Provisions				
	Total				
8.5	QUICK RATIO CA - Inventory {8.5(1)- 8.5(1)c}/ Current liability {8.5 (2)}				
8.6	SALES (excluding other income)				
8.7	PROFIT BEFORE TAX				
8.8	Contingent Liabilities				
8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency (If YES, enclose details)				YES / NO
8.10	Whether the supplier is a potential sick company.(If YES, enclose details)				YES / NO

Date:

Name:

Membership number & Seal of Chartered Accountant

Signature -----

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

Part C: (QUALITY SYSTEM):

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

Annexure-C

Part D: TECHNICAL COMPETENCE (MARKS SHEET)

Technical competence shall be evaluated in two parts viz. common competence and product/ material category/ item specific competence.

a) COMMON TECHNICAL COMPETENCE

TECHNICAL COMPETENCE (where design specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	Supplier to attach supporting documents	Marks by BHEL
Supplier understands the product specification.	(0-3)	(0-8)	e.g. Technical Catalogue	
Supplier understands the inspection requirements.	(0-2)	(0-5)	e.g. Inspection Report	
Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)	e.g. Type test report	
Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)	e.g. skill matrix of the personnel	
TOTAL MARKS OUT OF POSSIBLE	10	25		

OR

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL
Design capability	(0-3)	(0-8)						
Adequacy of quality assurance plan	(0-2)	(0-5)						
Process capability for components	(0-3)	(0-8)						
Adequacy of testing facilities	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE	10	25						
Average of Total (Total/3) = -----								

b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE

(Max. marks 15)

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameter depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

Product:

SNO	Material category/ item	Tech Parameter	Supplier's response with relevant documents	Remarks

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.

SUPPLIER'S AUTHORIZED SIGNATORY

BHEL Trained & Certified Assessor

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

1. ORGANISATIONAL SOUNDNESS (for Manufacturers/ EPC Contractors)

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

ORGANISATIONAL SOUNDNESS (For Non-Manufacturers):

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

BHEL Trained & Certified Assessor

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

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

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

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

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

FINANCIAL INFORMATION (for Non-Manufacturers)

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

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

3. QUALITY SYSTEM (for Manufacturers)

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

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

4. TECHNICAL COMPETENCE (for Manufacturers)

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

And/ or

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

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

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

TOTAL: 25 ()

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

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

SUMMARY:

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

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-D

● **Registration Criteria:**

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

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

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

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Registration is approved by MISCC for the following: / rejected

➤ **Material Category:**

➤ **Item Code:**

➤ **PMD :**

➤ **Remarks: (if any):**

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

1. ORGANISATIONAL SOUNDNESS

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

2. FINANCIAL INFORMATION

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

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

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

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

3. QUALITY SYSTEM

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

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

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

Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

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

4. TECHNICAL COMPETENCE

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

And/ or

B. Product Specific Technical Competence, if applicable

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

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

TOTAL: 25 ()
 To be filled in by the concerned dept. before MISCC gives final recommendations.

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

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER EVALUATION SHEET
 (INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator
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Date: 26.09.2016

Name of the Supplier/ Application Ref. Number: _____

Annexure-E

SUMMARY:

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

● **Registration Criteria:**

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

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

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

1) _____ 2) _____ 3) _____
 4) _____ 5) _____ 6) _____

Registration is approved by MISCC for the following:/rejected

Material Category:

Item Code:

PMD:

Remarks: (if any):

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

Instructions for filling the Registration Form

- Supplier registration is only through online portal at <https://supplier.bhel.in>.
- All columns in the Registration Form are to be duly filled up. Indicate, '**NIL**'/ '**Not Applicable**', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be **signed & stamped/ digitally signed** by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- For a document in language other than Hindi/ English, a self-attested English translated document to be attached.
- Class 3, Signing & Encryption Digital Signature has to be obtained.

DECLARATION

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

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

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

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

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

Name:

Position:

Date & Place:

Signature along with Office Seal:

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

PART- A: ORGANISATIONAL SOUNDNESS

1.0 ORGANISATIONAL INFORMATION				
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED				
1.2 REGISTERED OFFICE ADDRESS				
Tel: Landline				
Fax				
Website				
1.2 Correspondence address & Telephone no for:				
- WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1: - WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2: - WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:				
1.3 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)				
SNO.	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON (as per cl 1.2)
2.0 GENERAL INFORMATION				
2.1 DETAILS OF MARKETING REPRESENTATIVE (OUTSIDE INDIA , IF ANY):			2.2 DETAILS OF INDIAN REPRESENTATIVE, IF. ANY : (Attach authorization letter)	
Name				
Designation				
E-Mail				
Tel: Landline				
Mobile				
Fax				

BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM
(FOREIGN SUPPLIER)

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

Date: 26.09.2016

Annexure-F

2.3 NAME & CONTACT DETAILS OF CHIEF EXECUTIVE:			
2.4 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.		2.5 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY	
Name of BHEL Employee		Name of Ex. BHEL Employee	
Staff No.& Designation		Staff No.& last Designation held	
Unit & Department		Place of last posting (Unit & Dept.)	
Relationship		Date of leaving Service from BHEL	
3.0 OWNERSHIP INFORMATION			
3.1 Nature of Business			
Tick that is applicable: • Manufacturing Unit/ Engg. Consultant/ EPC Contractor/ System Integrator () • Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partners*/ Holding Company () *Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them. i.e. to negotiate/ quote/ supply/ after sales service etc			
3.2 Year of Establishment			
3.3 Year of Commencement of Business			
3.4 Report from third party business rating agencies eg. Dun & Bradstreet/ Credit Reform Etc. (MANDATORY)			
3.5 Port of Loading			
3.6 Nearest Airport			
3.7 Production Capacity per Annum (details of relevant major manufacturing/ testing facilities to be furnished)			
3.8 Name (s) of Bankers			
(Enclose banker's certificate certifying creditworthiness)			
4.0 IF REGISTERED WITH ANY OF BHEL UNITS			
Name of BHEL unit			
Common/ Unit Supplier Identification (ID) number/ Code			
Items for which supplier is registered	Item 1	Item 2	

5.0 FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS

	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs)			
5.1	Turnover				
5.2	Profit After Tax				

Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.

6.0 QUALITY MANAGEMENT SYSTEM

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

7.0 EXPERIENCE LIST

Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom you have continuous business since last three years.

8.0 ANY OTHER INFORMATION:

--

9.0 LIST OF ENCLOSURES (Brochures, Catalogues, Technical Literature Etc.):

- i)
- ii)
- iii)
- IV)

**Signature & Seal
(Authorized Signatory)**

E – Mail:

Name:

Telephone: (landline):

Designation:

Mobile:

Date:

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

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

Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20__ (“Effective Date”) by and between

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

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

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

Annexure-G

- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
 - D. **“Technical Information”** includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
 - 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent,

Annexure-G

copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

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

Annexure-G

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
 - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
 - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier intends to

Annexure-G

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

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.

c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.

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

Annexure-G

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

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

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

10. Arbitration & Conciliation:

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

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for the time

being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- **(Insert the name of the city/town of the concerned Unit/Division).**

d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----**(insert the name of the place where the Unit/Division is located)**

SIGNATURE

WITNESSES

1

Name

Address:

2.

Name:

Address:

Annexure-H*(Applicable only for MSE Suppliers)***Certificate by Chartered Accountant on letter head**

This is to Certify that M/S,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II)
 dtd:....., Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
 latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
 Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
 Rs.....Lacs forMicro / Small **(Strike off which is not applicable)**
 Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such
 enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013
 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

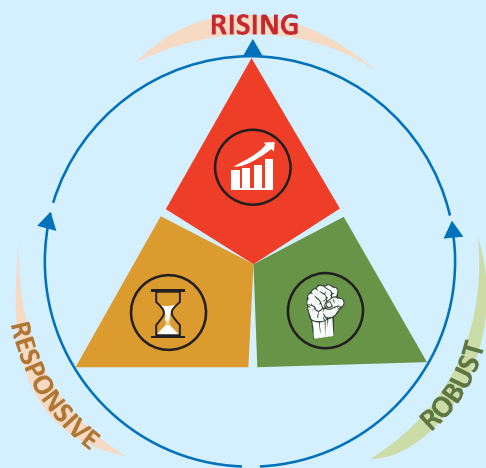
Name :

(Signature)

Membership number:

Seal of Chartered Accountant:

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Creating **BHEL** of tomorrow



Maharatna Company

BHARAT HEAVY ELECTRICALS LIMITED

Regd. Office: BHEL House, Siri fort, New Delhi – 110049, India

Website: www.bhel.com



POWER



TRANSMISSION



INDUSTRY



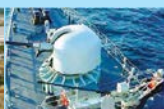
TRANSPORTATION



RENEWABLES



OIL & GAS



DEFENCE



WATER