

## 0.0 PREAMBLE

Supplier registration is one of the primary and important activities of MM functions which shall be a continuous and dynamic process with provision to induct new competent suppliers and to weed out non-performing suppliers from time to time. This procedure aims to identify and register quality, reliable and cost effective suppliers.

### 4.0 Units shall maintain the lists of registered suppliers in Product Material Directory (PMD).

#### 4.1 Deletion of suppliers from material code(s)/ item(s):

a) BHEL shall identify and approve deletion of non-responsive/ inactive suppliers as per following criteria:

- not quoted in last four consecutive tender enquiries or all enquiries in last two years whichever is earlier
- no longer manufactures/ supplies the material
- has been liquidated/ closed down its operations

b) BHEL may also identify and delete registered suppliers to protect its business interests.

A 'show-cause notice' shall be issued by BHEL to the supplier giving a notice period of 15 days briefly mentioning the facts for deletion. Personal hearing by the BHEL would be provided to the supplier, if so requested. Depending on the reply/ no reply in 15 days, BHEL shall take the decision. Supplier's request for re-registration shall be entertained only after one year from the date of deletion from material code(s)/ item(s).

## 5.0 TYPE OF REGISTRATION OF SUPPLIERS AGAINST EACH MATERIAL CODE/ ITEM

Suppliers can be registered under permanent, development or trial status in line with registration criteria spelt out in cl. 7.0.

### 5.1 Suppliers under permanent status shall be considered for regular purchasing action.

### 5.2 Development Suppliers: *Development status shall be given where the material or product is developed by the supplier for BHEL with or without BHEL's assistance through development indent route only. If the development order is based on BHEL's own design, a condition of exclusivity of design may be placed on the supplier.*

Treatment:

- Shall not be considered for regular purchasing action and will not be treated as registered suppliers for the purpose of issuing Limited Tender enquiry.
- Order shall be placed by concerned group within 90 days of registration.
- Orders shall be for a minimum possible quantity.

- Liquidity damage/ penalty for late delivery clause would not be applicable for development orders.
- Maximum three development orders can be placed for a given material code/ item on a particular supplier. Second/ Third development order can be placed only after *completion* of the previous order. On *completion* of one development order, BHEL shall recommend within one month:
  - o conversion to permanent status if the supply is acceptable, or
  - o rejection if supplies are not acceptable, or
  - o placement of another development order in case the supplies are not satisfactory and the supplier has to be developed again for recorded reasons

If three such development orders are completed, BHEL shall clearly decide either to convert to permanent status or to reject the supplier within one month of *completion* of third order.

*{Term 'completion' means inspection clearance before dispatch/ receipt of supply against previous order/ any milestone after supply of last development order. Milestones shall be pre-decided by BHEL.}*

5.3 Trial Suppliers: Trial status can be given for judging supplier's capability to perform the job/ for supplying the given product/ material.

Treatment:

- Shall not be considered for regular purchasing action.
- Order shall be placed by concerned group within 90 days of registration.
- Liquidity damage/ penalty for late delivery clause would be applicable for trial order.
- As one trial order itself is sufficient to gauge the capability of the supplier, only one trial order can be placed for a given material code/ item on a particular supplier.

On *completion* of the trial order, BHEL shall recommend within one month:

- o conversion to permanent status if the supply is acceptable, or
- o rejection if supply is not acceptable

*{Term 'completion' means inspection clearance before dispatch/ receipt of supply/ any milestone after supply of the trial order. Milestones shall be pre-decided by BHEL.}*

- Trial suppliers who have been techno-commercially qualified against pre-stated PQR in an Open tender, shall be updated in the PMD to permanent status, provided the supplier has successfully executed the order and its performance (SPR) against the order is satisfactory (above 75).

5.4 Temporary Suppliers:

Unregistered suppliers can be allotted temporary code for the purpose of placing order(s) in following cases:

- successful bidder who qualifies against the stated PQR in an Open tender
- supplier with whom Single tender has been finalized as per Policy provisions

Suppliers having temporary code shall not be included in PMD.

## 6.0 REGISTRATION OF OTHER CATEGORIES OF SUPPLIERS

### 6.1 Sister Unit Registered Suppliers

Registered suppliers of sister units having permanent status shall be exempted from detailed registration and shall be directly included in the list of approved suppliers for the same/ similar class of materials provided the supplier's past performance (SPR) at sister unit is satisfactory. In case SPR is not available at sister units, such suppliers will be judged for technical competence (with minimum 75% score). For different class of materials, such suppliers will be judged for technical competence (with minimum 75% score) besides satisfactory past performance. SRF shall be got filled up for records before registration.

### 6.2 Collaborator Registered Suppliers

Suppliers approved by collaborators may be exempted from detailed registration process and may be placed in PMD. However, for Indigenous suppliers, statutory details to carry out the business like PAN, Excise control no. etc. and for foreign suppliers, besides information received from collaborator, report from a reputed third party business rating agency shall be obtained for records.

### 6.5 Foreign Suppliers

The registration shall be based on the soundness of organizational and financial parameters & manufacturing and testing facilities as per SRF at *Annexure-F*.

A report of the supplier shall be solicited from a reputed third party business rating agency like Dun & Bradstreet, Creditreform etc. or empanelled third party business rating agency by BHEL, if any. This report shall be mandatory for registration of foreign suppliers. If required, business information of the supplier can also be solicited by BHEL from Indian Missions/ Local Chamber of Commerce or Industry/ *reputed bank* and this information can be used to supplement the report from the third party business rating agency.

*{A reputed bank is one who is a member of consortium banks of BHEL or has a correspondent relation with any of BHEL's consortium banks having operations in the country where the supplier exists.}*

### 6.6 Non-manufacturers

It includes Indian sales office or subsidiary of foreign principal/ Indian Agents/ dealers/ traders/ authorised distributors/ authorised stockists/ channel partners/ etc.

SRF is to be filled in *Annexure-C* and evaluation criteria shall be as defined in *Annexure-D*.

BHEL prefers to deal directly with OEM/ Foreign principal. In exceptional cases where OEM/ Foreign principal refuses to deal directly with BHEL and insists on availing the services of an Indian Agent, deed of agency agreement between the foreign principal and Indian agent shall necessarily be ensured. However, third party business rating reports as per cl 6.5 is to be obtained.

In cases other than Indian Agents, valid authorisation certificates shall be examined with respect to technical suitability/ quality/ guarantee/ warranty/ after sales support.

For non-manufacturers (foreign), besides above details, third party business rating reports of non-manufacturers (foreign) as per cl 6.5 is to be obtained.

In all such cases related OEM/ works shall also be assessed and evaluated in line with scope matrix submitted.

## 6.7 Treatment of Sub-Suppliers

6.7.1 In case of systems/ main packages/ BOPs etc. (herein after referred as main package) covering engineering, BOI, site erection and commissioning, the order is placed on one supplier. The supplier in turn may place order on sub-supplier(s) for certain items/ components/ sub-systems/ packages/ BOIs etc. (herein after referred as sub-system).

6.7.2 The sub-suppliers may be approved by BHEL/ customer depending on the criticality of the sub-system and/ or as per requirement of the contract. Accordingly, technical specifications of main package contain details of sub-system. For this, following procedure will be followed:

6.7.2.3 If PMD exists for such sub-system(s), then the PMD of the same shall be forwarded to main supplier for procurement of the sub-system(s) through any of the PMD suppliers. In case, where main supplier suggests additional sub-supplier(s) for the sub-system(s) along with credentials, same shall be approved provided it meets specified PQR.

6.7.2.4 If PMD does not exist, then main supplier to submit credentials of sub-suppliers meeting the specified PQR.

6.7.2.5 Wherever customer has specified PQR or specified/ approved list of additional/ partial/ complete sub-supplier(s) for the sub-system, then the same shall be followed to comply with above clause 6.7.2.3 and 6.7.2.4. Customer approval is to be taken as per contract requirement.

6.7.2.7 In order to increase supplier base, new sub-supplier(s) identified during the above process shall be considered for registration.

## 6.8 Sub-contractors (machinist/ fabricator with free issue material) at units/ divisions.

Registration of sub-contractors covered in this procedure will be applicable for all units/ divisions. However, evaluation criteria shall be as defined in *Annexure-E*.

## 7.0 REGISTRATION CRITERIA

Based on scores in SRF, following registration criteria is recommended:

SN	Parameter	Max. Marks	Min. Qualifying Marks	Applicable for
1	Organizational soundness	50	30	Manufacturers*/ EPC Contractors*/

SN	Parameter	Max. Marks	Min. Qualifying Marks	Applicable for
2	Financial information			Non-Manufacturers/ Sub-contractor
3	Quality system	25	15	Manufacturers/ Sub-contractor
4	Technical competence	25	15	
	<b>Total</b>	<b>100</b>	<b>60</b>	

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

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

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 by the supplier.

## 8.0 CYCLE TIME FOR SUPPLIER REGISTRATION

On receipt of SRF, BHEL shall acknowledge and seek within ten days any information on the missing Annexures/ details etc. from the supplier within one month.

After receipt of complete SRF (with relevant Annexure/ details etc.) at BHEL, the registration shall be completed within three months (including visit to Indigenous supplier's works, if required).

Intimation to supplier regarding their registration/ rejection (with reasons) shall be within five working days of such approval.

If supplier does not respond/ send requisite clarifications, information, details etc. within two weeks for Indigenous and three weeks for Foreign Suppliers, BHEL depending upon the merit of the case may decide about rejection of the application. Rejected applications can be considered only after three months from the date of rejection upon receipt of fresh applications from the supplier.

## 9.0 SUPPLIER PERFORMANCE RATING (SPR)

SPR shall be calculated taking into account Quality, Delivery and Service factors for every consignment/ purchase order for continuance of business.

Rating	Weightage
<b>Quality</b>	<b>60</b>
<b>Delivery</b>	<b>30</b>
<b>Service</b>	<b>10</b>
Total	100

9.1 Suggested evaluation methodology for quality, delivery and service factors is as below:

a. Quality Rating (QR):

Quality rating is based on acceptable quantity of material offered for inspection or delivered by supplier and shall be calculated as:

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Q	Quantity inspected
Q1	Quantity accepted
Q2	Quantity accepted with concession/ deviation/ rectification etc.
Q3	Quantity rejected

b. Delivery Rating (DR):

Supplier will be rated on delivery parameters wherein Delivery rating shall be 30 in case of adherence to PO delivery. For non-adherence to PO delivery (i.e. delay in supply), marks to be deducted in proportion of delay to PO delivery.

Deduction = 30\*delay in days/ PO delivery in days

DR = 30 – Deduction

Note:

- Delay is to be calculated as per PO delivery terms.
- In cases where delay is attributed on account of BHEL, the revised delay shall be calculated as per delivery extended in the amended PO.
- In cases where delay is attributed on account of supplier due to rework/ rectification/ replacement etc., the delivery is to be reckoned with from the original delivery date.

c. Service Rating (SR):

The Service rating shall be based on the response of suppliers to BHEL during and after execution of supplies.

9.2 Demerit Factor:

In case negative feedback (substantiated by documentary evidence) is received at a later date from shop/ site on the supplies made, demerit factor should be applied again accordingly on QR, DR and SR.

9.3 Supplier Performance Rating (SPR) = QR + DR + SR

9.4 Material category-wise average SPR shall be calculated for the period of previous year plus elapsed period of current year or of last three executed purchase orders, whichever is more.

In case no PO has been executed by the supplier, SPR will be taken as 'Not Assessed'.

## 9.5 Usage of Supplier Performance Rating:

SPR	Grade	Remarks
>90	A	-
>75 ≤ 90	B	Supplier may be informed for improvement
≥60 ≤ 75	C	Identification of areas for improvement by BHEL
< 60	D	To be dealt in accordance with extant guidelines on Suspension of Business Dealings with Suppliers/ Contractors

## 9.6 SPR shall be available online for regular viewing by the suppliers.

## 10.0 GENERAL

- Evaluation criteria for Manufacturers shall be as defined in *Annexure-D*.
- In case of MSE suppliers, a certificate by Chartered accountant as per *Annexure-H* has to be obtained.
- Supplier registration shall be through online portal available at [www.bhel.com](http://www.bhel.com) (Supplier registration page link)
- Common Supplier Identification across BHEL shall be as
  - Ixxxxxx (Indigenous supplier, six digit running serial number)
  - Fxxxxxx (Foreign supplier, six digit running serial number)
- 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](http://www.bhel.com)*).
- Abridged version of this document is available on [www.bhel.com](http://www.bhel.com).



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](http://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	
	<b>Total</b>	<b>100</b>	<b>60</b>	

\* 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/ 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](http://www.bhel.com)).

I/ We ..... agree 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/ DIVISION 1/ BRANCH 1/ SISTER CONCERN 1:**
- **WORKS 2/ DIVISION 2 / BRANCH 2/ SISTER CONCERN 2:**
- **.....**
- **WORKS N/ DIVISION N/ BRANCH N/ SISTER CONCERN N:**

**1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES & CATALOGUES)**

SNO	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISION ( as per cl 1.3)

**2.0 GENERAL INFORMATION**

**2.1 DETAILS OF CHIEF EXECUTIVE:**

**2.2 DETAILS OF AUTHORISED SIGNATORY ATTACH AUTHORIZATION LETTER)**

**2.3 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S)**

Name

Designation

Aadhar No.

E-Mail

Tel: Landline

Mobile

Fax

**2.4 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:**

Name	Gender (Male/ Female)	% Share of Ownership	SC/ ST (Y/ N)	PAN	Aadhar No.	DIN No. (if applicable)

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

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

Date: 26.09.2016

amdt. 03 dated 12.10.2020

**Annexure-C**

(Attach organization chart)					
<b>2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.</b>		<b>2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY</b>		<b>2.7 DETAILS OF FAMILY MEMBERS, RELATED FIRMS, GROUP COMPANIES ETC. REGISTERED WITH BHEL</b>	
Name of BHEL Employee		Name of Ex. BHEL Employee		Name of The Firm/ Family Member	
Staff No.& Designation		Staff No.& last Designation held		Nature of Business	
Unit & Department		Place of last posting (Unit & Dept.)		Relationship	
Relationship		Date of leaving Service from BHEL		Whether registered in same material category for which application submitted.	
<b>3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)</b>					
<b>3.1 OWNERSHIP</b>		<b>DOCUMENTS TO BE FURNISHED</b>			
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)					
<b>3.2 Nature of Business</b>					
Tick as applicable: <ul style="list-style-type: none"> <li>• Manufacturer / Engg. Consultant/ EPC Contractor/ System Integrator ( )</li> <li>• Subcontractor - Machinist / Fabricator with free issue of material ( )</li> <li>• Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) ( )</li> <li>• Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun &amp; Bradstreet/ Creditreform etc. &amp; deed of agency agreement) ( )</li> </ul>					
*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.					
<b>3.3 Year of Commencement of Business (attach relevant documents)</b>					

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

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

Date: 26.09.2016

amdt. 01 dated 30.08.2017

**Annexure-C**

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)		
4.1	Permanent Account No (PAN)	
4.2	4.2 GSTIN: Name of State/ UT:  State-wise GSTIN:  GSTIN: Copy of Registration Certificate	(applicable/ exempted)
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category	YES/ NO
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)	
Documents to be furnished (any one) & (Tick the appropriate) <ul style="list-style-type: none"> <li>Udyog Aadhaar Memorandum &amp; Acknowledgement</li> <li>Valid NSIC Certificate ( )</li> <li>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)} ( )</li> </ul> * Certificate by Chartered Accountant on letter head as per Annexure-H		
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate)	
<ul style="list-style-type: none"> <li>Proprietor: SC/ ST Certificate ( )</li> <li>Partnership Firm: SC/ ST Certificate of partners holding 51% shares &amp; above ( )</li> <li>Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares &amp; above ( )</li> </ul>		
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 ALONG WITH 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.

**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				
	<b>Total</b>				
2	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	b) Advances from customers				
	c) Other liabilities				
	d) Provisions				
3	<b>Total</b>				
	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 -----**

**Part C: (QUALITY SYSTEM):**

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



**Part D: TECHNICAL COMPETENCE (MARKS SHEET)**

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

**a) COMMON TECHNICAL COMPETENCE**

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

**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)						
<b>TOTAL MARKS OUT OF POSSIBLE</b>	<b>10</b>	<b>25</b>						
<b>Average of Total (Total/3) = -----</b>								

**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.

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 0-5 years 1	2	
2.	4.1 & 4.2	Whether all <b>relevant information</b> submitted (Evaluation is to be based on available documents)	Yes 5 No 0	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 <b>ASME / NTPC/ NPC/ EIL/ DGS&amp;D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU</b> 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	
<b>TOTAL</b>				<b>25</b>	

**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 0-5 years 1	2	
2.	4.1 & 4.2	Whether all <b>relevant information</b> submitted (Evaluation is to be based on available documents)	Yes 5 No 0	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 <b>ASME / NTPC/ NPC/ EIL/ DGS&amp;D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU</b> 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	
<b>TOTAL</b>				<b>13</b>	

**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 Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 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)	$\geq 1.00 : 1$ 7 $\geq 0.65 \text{ \& } < 1.00 : 1$ 5 $\geq 0.50 \text{ \& } < 0.65 : 1$ 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%) For every year of positive growth ( $\leq 5\%$ ) For every year of negative growth	2 marks/year 1 mark/year 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%) For every year of positive growth ( $\leq 5\%$ ) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6
5.	8.8	Contingent liability more than 50% of net worth	Yes No	3 0	0
6.	8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other similar Govt. agency	Yes No	-5 0	0
		<b>TOTAL</b>		<b>25</b>	

\* 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 Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 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%) For every year of positive growth ( $\leq 5\%$ ) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6
		<b>TOTAL</b>		<b>12</b>	

**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	
		<b>TOTAL</b>		<b>25</b>	

Name of the Supplier/ Application Ref. Number: \_\_\_\_\_

**Annexure-D**

**4. TECHNICAL COMPETENCE (for Manufacturers)**

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

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

**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		<ul style="list-style-type: none"><li>• <b>Recommended :</b> Permanent Status /Development status/ Trial status</li><li>• <b>Not recommended</b></li></ul>
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		
	<b>TOTAL</b>	<b>100</b>	<b>60</b>		

**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 ≤ 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. 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

amdt. 02 dated 24.12.2018

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 <b>4</b> 0-5 years <b>2</b>	<b>4</b>	
2.	4.1 & 4.2	Whether all relevant information submitted (Evaluation is to be based on available documents)	Yes 5 No 0	5	
3.	5.3	ISO 9001 Certified	Yes 2 No 0	2	
4.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes 5 No 0	0	
5.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate 4 Substantial 2 Inadequate 0	4	
6.	6.3	Ratio Of Outsourced Cost to Total Production Value	<10% 2 10 to 30 % 1 > 30% 0	2	
7	6.4	Power backup	Yes 2 No 0	2	
8.	7.1	Relevant inspection & Testing Facilities	Adequate 4 Substantial 2 Inadequate 0	4	
		<b>TOTAL</b>		<b>23</b>	

**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 <b>3</b> marks/year Net Worth same as preceding year <b>2</b> mark/ year For every year of negative growth 0 mark/year	9	
2.	8.6	Growth in Sales over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) 3 marks/year For every year of positive growth (≤5%) 2 mark/year For every year of negative growth 0 mark/year	9	

**BHEL Trained & Certified Assessor**

**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	
		<b>TOTAL</b>		<b>27</b>	

**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 Testing Procedure Qualification available Yes 2 No 0	4	
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 Record available Yes 2 No 0	2 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 NCR registered & resolved 2 NCR registered & partially resolved 1 NCR not registered or not resolved 0	1 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 No 0	1	
			Complaints registered & resolved 2	2	
			Complaints registered & partially resolved 1		
			Complaints not registered or not resolved 0		
8.	9.10	Safety measures	System available Yes 1 No 0	1	
			Record available Yes 1 No 0	1	
		<b>TOTAL</b>		<b>25</b>	

**4. TECHNICAL COMPETENCE**

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

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.

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

**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  
 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**

**SUMMARY:**

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul style="list-style-type: none"> <li>Recommended : Permanent code /Development code/ Trial code</li> <li>Not recommended</li> </ul>
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		
	<b>TOTAL</b>	<b>100</b>	<b>60</b>		

• **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](http://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](http://www.bhel.com)).

I/ We .....agree 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**

<b>1.0 ORGANISATIONAL INFORMATION</b>				
<b>1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED</b>				
<b>1.2 REGISTERED OFFICE ADDRESS</b>				
Tel: Landline				
Fax				
Website				
<b>1.2 Correspondence address &amp; Telephone no for:</b>				
<ul style="list-style-type: none"> <li>WORKS 1/ DIVISION 1/ BRANCH 1/ SISTER CONCERN 1:</li> <li>WORKS 2/ DIVISION 2 / BRANCH 2/ SISTER CONCERN 2:</li> <li>WORKS N/ DIVISION N/ BRANCH N/ SISTER CONCERN N:</li> </ul>				
<b>1.3 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES &amp; CATALOGUES)</b>				
SNO.	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISION ( as per cl 1.2)
<b>2.0 GENERAL INFORMATION</b>				
<b>2.1 DETAILS OF MARKETING REPRESENTATIVE (OUTSIDE INDIA , IF ANY):</b>			<b>2.2 DETAILS OF INDIAN REPRESENTATIVE, IF. ANY : ( Attach authorization letter )</b>	
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**

<b>2.3 NAME &amp; CONTACT DETAILS OF CHIEF EXECUTIVE:</b>			
<b>2.4 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.</b>		<b>2.5 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY</b>	
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	
<b>3.0 OWNERSHIP INFORMATION</b>			
<b>3.1 Nature of Business</b>			
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			
<b>3.2 Year of Establishment</b>			
<b>3.3 Year of Commencement of Business</b>			
<b>3.4 Report from third party business rating agencies eg. Dun &amp; Bradstreet/ Credit Reform Etc. (MANDATORY)</b>			
<b>3.5 Port of Loading</b>			
<b>3.6 Nearest Airport</b>			
<b>3.7 Production Capacity per Annum (details of relevant major manufacturing/ testing facilities to be furnished )</b>			
<b>3.8 Name (s) of Bankers</b>			
(Enclose banker's certificate certifying creditworthiness)			
<b>4.0 IF REGISTERED WITH ANY OF BHEL UNITS</b>			
Name of BHEL unit			
Common/ Unit Supplier Identification (ID) number/ Code			
Items for which supplier is registered	<b>Item 1</b>	<b>Item 2</b>	

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)

**E – Mail:**

**Telephone: (landline):**

**Mobile:**

**Date:**

**Signature & Seal  
(Authorized Signatory)**

**Name:**

**Designation:**

(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.

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

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

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

## **5. Use and Non-Disclosure:**

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

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



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

**6. Exceptions:**

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

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

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

**8. Warranties & Undertakings:**

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

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

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

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



*Annexure-G*

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

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

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

**10. Arbitration & Conciliation:**

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

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

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

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

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

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

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

**11. Governing Law & Jurisdiction:**

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

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

**SIGNATURE**

**WITNESSES**

1.

Name

Address:

2.

Name:

Address:

**Annexure-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 for .....Micro / Small **(Strike off which is not applicable)**  
 Category under MSMED Act 2006.

Or

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

Date:

Name :

(Signature)

Membership number:

Seal of Chartered Accountant: