



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462**  
**PHONE NO: 0091 1334 285337**

Enq. No.: L/6433/2013/5663D/1

Sub: BHEL-HEEP/OPEN-TENDER (TL)/2014

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on.

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

The details with required delivery are given in **Annexure-1**.

The tender documents can be down loaded from our web site [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in) or [www.tenders.gov.in](http://www.tenders.gov.in) submitted with requisite EMD and tender fee.

S. No.	Tender No.	Description of Items	Qty	Delivery Schedule	Opening Date
1	L/6433/2013/5663D/1	1) TLMW62777521 DISC TYPE SLOTTING CUTTER FOR ROUGHING, CARTRIDGE TYPE WITH INSERT HAVING CORNER RADIUS 4 SUITABLE FOR MILLING OF MAIN WINDING SLOTS AS PER ENCLOSED DRAWING IN ANNEXURE-1.CUTTER & ADAPTOR TO BE COMPATIBLE FOR MOUNTING ON EXISTING HEAD & ADAPTOR AVAIALABLE ON WALDRICH COBURG ROTOR SLOTTING MACHINE SIZE: DIA:1100 X 42MM, RH DIM.: DIAWIDTH 2) TLMW62777530 DISC TYPE SLOTTING CUTTER FOR FINISHING, CARTRIDGE TYPE WITH INSERT HAVING CORNER RADIUS 4.0MM & 6.0MM,SUITABLE FOR MILLING OF MAIN WINDING SLOTS AS PER ENCLOSED DRAWING IN ANNEXURE-1.CUTTER & ADAPTOR TO BE COMPATIBLE FOR MOUNTING ON EXISTING HEAD & ADAPTORS ON WALDRICH COBURG ROTOR SLOT M/C SIZE: DIA:1100 X 45.8MM,RH DIM.: DIAWIDTH	01 no  01 no	15.01.2015	22.11.2014

This notification shall be published in Indian as well as in International Newspaper. **The date for opening of tender shall be 22.11.2014.** Tenders will be received in tender box kept at Main ADM building, HEEP – BHEL Ranipur , Haridwar – 249403, Uttarakhand (INDIA) up to 1.45 P.M. on 22.11.2014 and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due time & date (1.45PM on 22.11.2014) will not be REPEAT will not be opened.** BHEL will not be responsible for any type of delay due to postal / courier etc. and it shall be the responsibility of vendor to submit offer in time in tender box.

Intending vendors must remit the tender fee of Rs. 2,000/- (Rupees Two Thousand) against each tender along with the requisite EMD Rs 2,00,000/- (Rupees Two Hundred Thousand) in the form of bank draft while submitting the tender documents.

Specifications & Drawing of the above items are available on our above website with links provided for all Specifications, Drawings & Annexure (At the end of this document). Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

Please submit your offer for the above requirement subject to our terms and conditions.

The tender document must comprise of four envelopes :

1. Envelope I : Tender fee & EMD or NSIC Certificate for exemption of tender fee & EMD.
2. Envelope II : Pre- Qualification Requirement (Annex. 2), Supplier Registration Form (Annex. 4 for Foreign vendors and Annex. 5 for Indian vendors) & Non Disclosure Agreement (Annex.-6).
3. Envelope III : Techno-Commercial Bid.
4. Envelope IV : Price Bid

**VENDORS HAVE TO SUBMIT EMD AND TENDER FEE [PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE. DRAFTS SHALL BE DRAWN IN FAVOUR OF BHEL, HARIDWAR SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE".** BIDS shall be opened at 2.00 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

**KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**

## **INSTRUCTIONS TO BIDDERS FOR OPEN TENDER**

### **1.0 DEFINITION**

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

### **2.0 ESSENTIAL INSTRUCTIONS**

1. Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable).
2. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
3. The tenders shall be submitted in three parts in separate sub-envelopes clearly super scribing type of bid, tender no., due date and the name of vendor with full contact details.
  - i. Part I – Tender fee or NSIC certificate for exemption of tender fee & EMD, Pre-Qualification requirement (Annex.2), Supplier Registration Form (Annexure – 4 or 5 & Non Disclosure Agreement (Annexure-6).
  - ii. Part II – Techno- Commercial Bid
  - iii. Part III – Price Bid

All the four sub-envelopes to be put in a single covering envelope indicating tender no., due date and the name of vendor with full contact details. Offer should be complete in all respect (i.e. Part-I, Part-II and Part-III).

4. The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany specific authorization letter from the principal.
5. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
6. Compliance of technical/ commercial terms and conditions as per Annexure-3.
7. Part II containing Techno - Commercial Bid may be opened for those vendors who have qualified in the Part I. Price Bids (Part III) may be opened at a later date of only those bidders whose techno-commercial bid (Part II) has been found acceptable.
8. Delivery schedule is as per our requirement. However vendor to quote best possible lead time from the date of placement of purchase order. Delivery is not sacrosanct. Offers of those vendors may not be considered if it is not found suitable to BHEL requirement.
9. Currency exchange rate will be applicable on the date of opening of Techno-commercial Bid for evaluation purpose.
10. BHEL reserves the right to split order on more than one vendor.
11. BHEL reserves the right to increase or decrease the tender quantities. Vendor should be prepared to accept order for reduced quantity without any extra charges. Vendor should also be prepared for giving quantity discount in case of increase in quantity.
12. BHEL reserves the right to reject any of all the quotations without assigning any reason thereof and no representation shall be entertained in this regard.
13. The bid shall be evaluated on landed cost to BHEL basis.
14. Total weight in Kg. & also package size essentially should be indicated.
15. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.
16. Validity of the offer shall be at least 120 days from the date of opening of techno-commercial bid.
17. LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, your prices shall be loaded to the extent, LD penalty not accepted

by you.

#### 18. SETTLEMENT OF DISPUTES

- **Indigenous Vendors:** In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
- **Foreign Vendors:** In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be New Delhi, India.

#### 19. JURISDICTION

All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.

#### 20. OVER RIDING CLAUSE

All stipulations made in any correspondence other than those exchanged in regards to "instruction" in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.

#### 21. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses BHEL Management's decision shall be final.

### **3.0 GENERAL INSTRUCTIONS**

**TECHNO-COMMERCIAL BID** shall comprise of following documents:

- a. Annexure-3 for compliance of technical/ commercial terms and conditions. Techno-commercial bid shall be exact replica of price bid without prices.
- b. Complete technical offer as per specification, drawings, technical requirement and best possible lead time from the date of placement of purchase order as the delivery is not sacrosanct.
- c. Any additional documents.

#### **Price Bid**

- a. Price bid indicating prices to be submitted as part-IV of the tender.
- b. Prices shall remain firm till the execution of the order. Insurance shall be taken care by BHEL.
- c. For Indigenous Vendors : Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can despatch goods through any Indian Bank Association approved transporters having their branch at Hardwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our website <http://www.bhelhwr.co.in>. If any bidder still quotes on other than FOR destination basis then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available BHEL. Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.

For Foreign Vendors :

(A) **SEA CONSIGNMENTS:**

Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. In case, if any vendor quotes only on C&F basis, the offer is liable to be rejected. The import order will normally be placed on FOB / FAS basis as per Govt. Guidelines. BHEL will add freight, insurance and administrative charges for comparative statement. In exceptional cases, the orders can be placed on C&F basis after approval from Ministry of Shipping (Transchart).

**(B) AIR CONSIGNMENTS:**

Please quote your rates preferably with either of the options: (a) FCA dispatching Airport or (b) CPT Landing Airport.

- d. Prices are to be written in both Figures & Words. If there is a discrepancy between words and figures, the amount in words shall prevail.

**ANNEXURE – 1**

S. No.	Tender No.	Description of Items	Qty	Delivery Schedule	Opening Date
1	L/6433/2013/5663D/1	<p>1) TLMW62777521 DISC TYPE SLOTTING CUTTER FOR ROUGHING, CARTRIDGE TYPE WITH INSERT HAVING CORNER RADIUS 4 SUITABLE FOR MILLING OF MAIN WINDING SLOTS AS PER ENCLOSED DRAWING IN ANNEXURE-1.CUTTER &amp; ADAPTOR TO BE COMPATIBLE FOR MOUNTING ON EXISTING HEAD &amp; ADAPTOR AVAIALABLE ON WALDRICH COBURG ROTOR SLOTTING MACHINE SIZE: DIA:1100 X 42MM, RH DIM.: DIAXWIDTH</p> <p>2) TLMW62777530 DISC TYPE SLOTTING CUTTER FOR FINISHING, CARTRIDGE TYPE WITH INSERT HAVING CORNER RADIUS 4.0MM &amp; 6.0MM,SUITABLE FOR MILLING OF MAIN WINDING SLOTS AS PER ENCLOSED DRAWING IN ANNEXURE-1.CUTTER &amp; ADAPTOR TO BE COMPATIBLE FOR MOUNTING ON EXISTING HEAD &amp; ADAPTORS ON WALDRICH COBURG ROTOR SLOT M/C SIZE: DIA:1100 X 45.8MM,RH DIM.: DIAXWIDTH</p>	01 no  01 no	15.01.2015  15.01.2015	22.11.2014

**All items of a complete package of each type, shall be procured from same source. Bidders to quote accordingly.**

**Payment shall be released after successful establishment of tools for machining of slots as per point G of conditions in Annexure- 2 below.**

**ANNEXURE – 2**

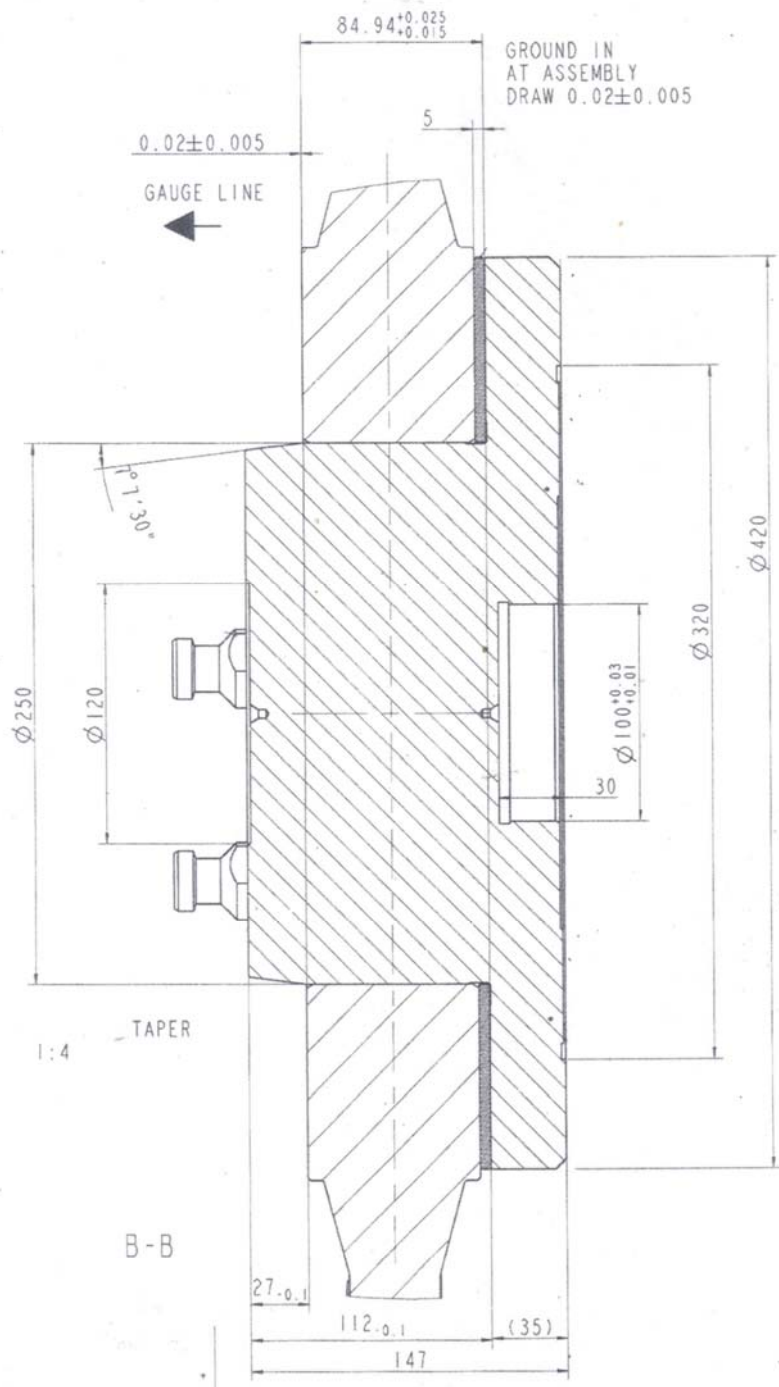
**Pre-Qualifying Requirements for Indent L/6433/2013/5663/D**

	<b>MPR No. 20130938</b>	<b>Annexure-A</b>																		
	<b>Slotting (Side &amp; Face Milling) Cutters</b>																			
	<b>CONDITIONS : Vendor should accept, confirm and comply following conditions.</b>																			
<b>A</b>	<p><b><u>CUTTERS:</u></b> 01 number of each type of cutter(cartridge type) should be offered (total 02 cutters. Refer 'E' below). Each cutter shall be complete in all respects assembled with suitable adaptor, ready to use with one set of cartridges &amp; inserts mounted on it with wrench/spanners/Keys for mounting/clamping of inserts/cartridges on cutter. All cutters should have tangential mounting of inserts. It should be possible to use each cutter for heavy duty slot milling applications. Cutters alongwith adaptors should be suitable for mounting on the machine available at BHEL works. The cutters will be used on right angle milling head mounted on ram of CNC rotor slotting machine of Waldrich Coburg Make in Block-1 of BHEL Hardwar. The cutter, mounted on right angle head, shall be used in horizontal plane for aforesaid milling. Milling Head's spindle power is 95 kw. 04 pull studs as per DIN 69872 are used on the adaptor to clamp the cutter to the head of the machine. The machine is equipped with external coolant system. The sketch of adaptor and cutter is enclosed for reference at Annexure- 1 &amp; 2.</p>																			
<b>B</b>	<p><b><u>INSERTS:</u></b> Side insert with corner radius R4.0mm are to be used with both cutters(cutter 1&amp;2, ref, 'E' below). Side insert with corner radius R6.0mm is to be used with finishing cutter only(cutter 2, ref, 'E' below). Middle/square inserts &amp; wiper inserts for both cutters shall be provided by vendor as per their design. Mounting of inserts on the cutters should have positive clamping using serrations or equivalent. In case more than one type of inserts have been used in any of the category mentioned below, specified quantity shall be equally divided for each type of insert. Number of cutting edges required in each insert = 04 or more.</p> <p><b>1. Quantity of inserts in package for cutter 1 ref, 'E' below is to be offered as given below:</b></p> <table><thead><tr><th><b><u>Category</u></b></th><th><b><u>Quantity</u></b></th></tr></thead><tbody><tr><td>Insert with corner radius R4</td><td>- 150 nos.</td></tr><tr><td>Middle/square insert</td><td>- 150 nos.</td></tr><tr><td>Wiper inserts</td><td>- 25 nos.</td></tr></tbody></table> <p>Hence, total package shall have 150+150+25 = 325 inserts.</p> <p><b>2. Quantity of inserts in package for cutter 2 ref, 'E' below is to be offered as given below:</b></p> <table><thead><tr><th><b><u>Category</u></b></th><th><b><u>Quantity</u></b></th></tr></thead><tbody><tr><td>Insert with corner radius R4</td><td>- 150 nos.</td></tr><tr><td>Insert with corner radius R6</td><td>- 100 nos.</td></tr><tr><td>Middle/square insert</td><td>- 150 nos.</td></tr><tr><td>Wiper inserts</td><td>- 25 nos.</td></tr></tbody></table> <p>Hence, total package shall have 150+100+150+25 = 425 inserts.</p>		<b><u>Category</u></b>	<b><u>Quantity</u></b>	Insert with corner radius R4	- 150 nos.	Middle/square insert	- 150 nos.	Wiper inserts	- 25 nos.	<b><u>Category</u></b>	<b><u>Quantity</u></b>	Insert with corner radius R4	- 150 nos.	Insert with corner radius R6	- 100 nos.	Middle/square insert	- 150 nos.	Wiper inserts	- 25 nos.
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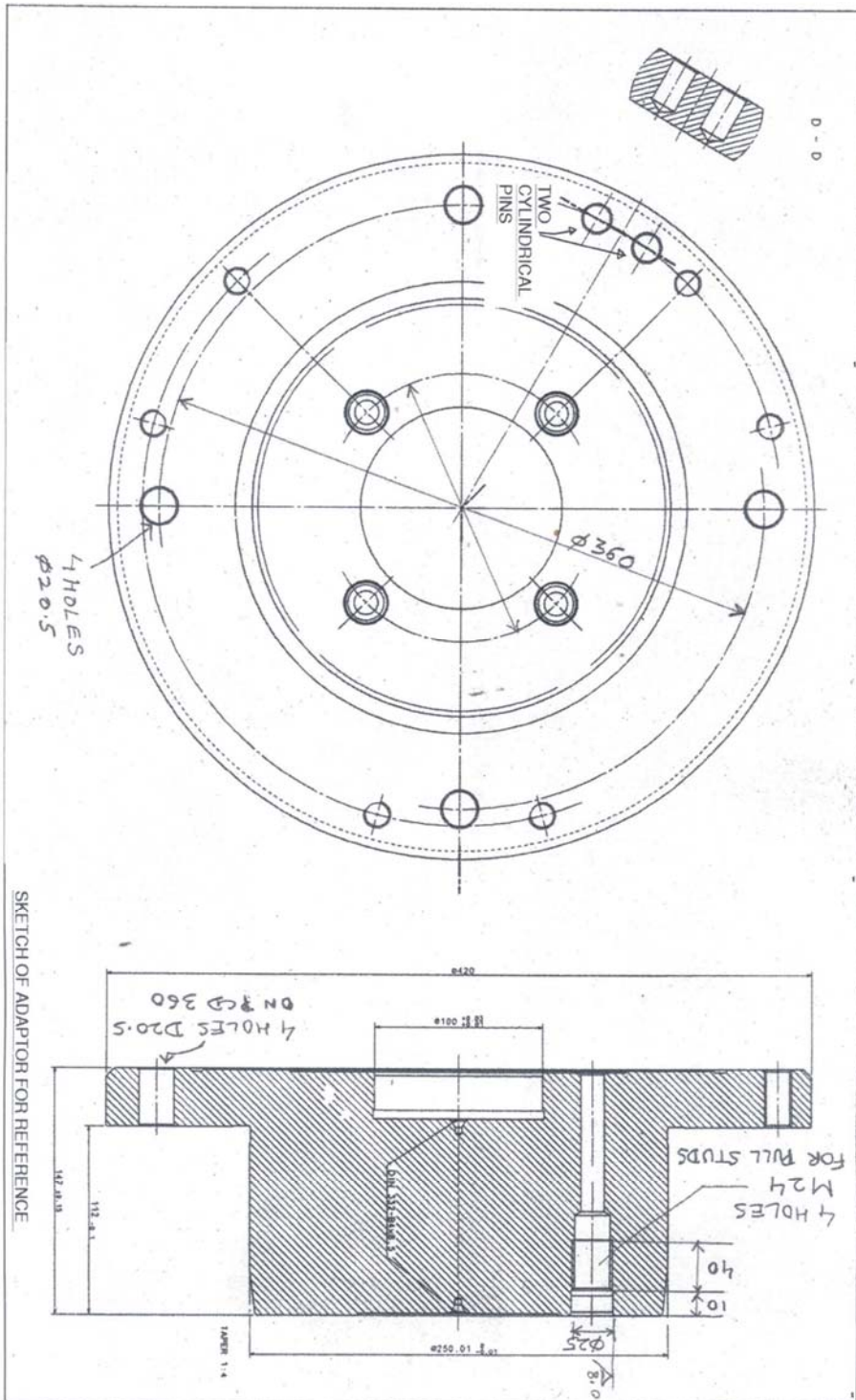
C	<p><b>SPARES</b> (Below mentioned package is to be quoted separately for each cutter i.e. cutter 1 &amp; cutter 2)</p> <ul style="list-style-type: none"> <li>• 10 nos. of Cartridges for each type of category of inserts i.e. total 30 nos. cartridges for cutter 1 &amp; 40 nos. of cartridges for cutter 2.</li> <li>• 40 nos. of each type of items i.e. screws, shims, clamps, nuts etc. per cutter.</li> <li>• 05 nos. of each type of each type of Torque Wrenches/Ratchet Wrench, Keys, screw drivers etc. (required to mount/clamp the cartridges, inserts &amp; spares etc.) per cutter.</li> </ul>
D	<p>Cutter-wise package i.e. Cutter(including Adaptor )+ Inserts + spares, shall be purchased from single vendor. L1 status shall be decided separately for each cutter package i.e. package at 'A' + package at 'B' + package at 'C'. for respective cutters. Price of each individual item is to be quoted in the package.</p>
E	<p><b>1. Cutter no.1 for roughing operation – Dia.=1100mm, Width=42mm.</b> The cutter should be suitable for heavy duty slot milling requiring stock removal at high cutting parameters as given at 'G'. The inserts grade &amp; geometry should also be suitable for the same. The cutter shall be used for rough machining of main winding slots on TG Rotors. Cutter should be complete with matching inserts with corner radius R4.0.</p> <p><b>2. Cutter no.2 for Finishing operation– Dia.=1100mm, Width=45.8mm.</b> The cutter should be suitable for heavy duty slot milling requiring stock removal at high cutting parameters as given at 'G'. The inserts grade &amp; geometry should also be suitable for the same. The cutter shall be used for finish machining of main winding slots on TG Rotors on CNC Rotor slot milling machine of Waldrich Coburg in Block-1. Separate type of cartridges are to be offered for R6 &amp; R4 inserts. Cutter body is to supplied with R4 cartridges mounted on it. Equal numbers of R6 cartridges are to be supplied alongwith cutter body.</p>
F	<p>Material of TG Rotor : 26NiCrMoV14-5 : Alloy steel Forging - : Carbon - 0.28% max., Cr -1.40-1.80%, V-0.15%max., Ni - 3.4 - 3.8%, Tensile strength 1000 N/mm<sup>2</sup> max., Elongation 15% min.</p>
G	<p>Release of payment shall be applicable for the complete package of each cutter separately as per "D" above, only after successful establishment of machining of slots using supplied cutter, as mentioned below, on a TG Rotor of (Drg no. 0-13601-01026, enclosed) on aforesaid CNC Rotor Slot Milling Machine. The machining using supplied cutters shall include following milling operations &amp; conditions:</p> <p><b>Conditions for Cutter no.1 for roughing operation:</b> (Dia=1100mm, Width=42mm, insert with corner radius R4)</p> <p><b>1.</b> Rough machining of slots in solid barrel of rotor using Rough slotting cutter in TG rotor with following minimum cutting parameters : <i>Radial depth of each cut/pass =50mm, Feed – 180-225mm/min, RPM - 810, Length of each cut/pass = 6680mm. Number of passes to be completed with single point/cutting edge of insert = 05 or more i.e. total length of cut = 6680x5=33400mm or more.</i> Total radial depth of slot to be cut = 50 x 5 = 250mm.</p> <p><b>2.</b> Rough machining in pre-machined slots using Rough slotting cutter for full depth in TG rotor with following minimum cutting parameters : <i>Depth of each cut/pass =164mm, Feed -250-300mm/min, RPM - 810, Length of each cut/pass =6680mm. Number of passes to be completed with single point/cutting edge of insert = 08 i.e. total length of cut = 6680x8=53400mm or more.</i> Dimension of pre-machined slots – W-35mm X Depth-160mm X L-6680mm</p> <p>The dimensions &amp; surface finish of the rough slots made with 42mm cutter has to be achieved as given below:  <i>Width of slot : 42 +0.2mm</i>  <i>Surface finish : 6.3 ✓</i></p>

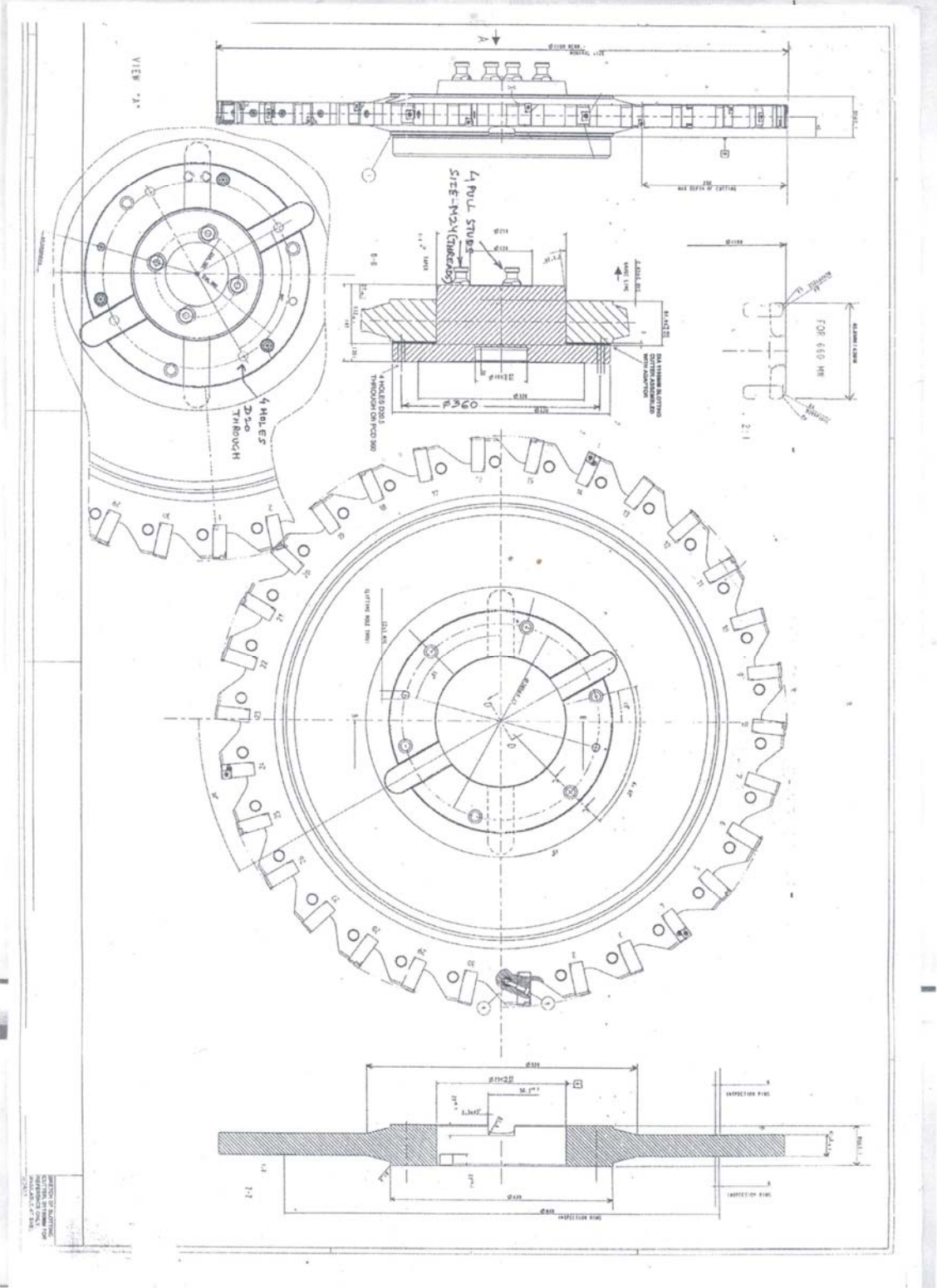
	<p><b>Condition for Cutter no.2 for Finishing operation:</b></p> <p><b>1. (Dia=1100mm, Width=45.8mm, Insert with corner radius R4)</b>  Finish machining of rough slots in rotor using finishing cutter in TG rotor with following minimum cutting parameters :  <i>Depth of each cut =165.2mm, Feed – 175-225mm/min, RPM - 846, Length of each cut -6680mm. Number of slots to be completed with single point/cutting edge of insert = 02 i.e. total length of cut = 6680x2= 13360mm.</i>  Dimension of pre-machined slots – W-42mm X Depth-164mm X L-6680mm</p> <p><b>2. (Dia=1100mm, Width=45.8mm, Insert with corner radius R6)</b>  Finish machining of 2mm undercut in main slots in rotor using finishing cutter in TG rotor with following minimum cutting parameters :  <i>Depth of cut =167mm, Feed -180-225mm/min, RPM - 846, Number of slots to be completed with single point/cutting edge of insert = 28x2=56 slots, Section H-H of enclosed component drawing.</i>  Dimension of pre-machined finished slots –W-45.8mmXDepth-165.2mmXL-6680mm</p> <p>The dimensions &amp; surface finish of the main winding slots made with 45.8mm cutter using R4 &amp; R6 inserts has to be achieved as per drawing. (<i>Width of slot : 45.8 +0.2mm, Surface finish : 6.3 ✓</i>)</p>
<b>H</b>	<p>The offer should be complete having list &amp; quantity of items offered against each of package at "A", "B" &amp; "C" with their technical details, cutter drawings &amp; catalogue pages etc. for each offered item, for clear understanding of the offer. In case, vendor requires any clarification, they may discuss with BHEL for any clarifications prior to submission of their offer to avoid any gaps at later stage.</p>
<b>I</b>	<p>Drawings for reference :  TG Rotor : Drg. no. 0-13601-01026  Above drawing will be sent to vendors against submission of Proprietary NDA (Non disclosure agreement) so that information about component drawing will not be shared by them.</p>
<b>J</b>	<p>Prior to trial of cutters on actual TG rotor, the cutters will be tried on test block of material similar to TG rotor.  Dimension of test block are apprx. : L 800 x H280 x W300</p>
<b>K</b>	<p><b>QUALIFYING CONDITIONS :</b></p> <p>Only those vendors should quote, who have supplied disc type cutters of dia.1000mm or more for horizontal(longitudinal) slot machining application in Turbo Generator rotors or similar rotor having radial slots of length 04 meters or more on periphery of rotor’s barrel and these cutters are presently working satisfactorily (on the date of opening of Tender). The following information should be submitted by the vendor about the companies where referred cutters have been supplied. This is required from all the vendors for qualification of their offer.</p> <ul style="list-style-type: none"> <li>• Name of the company where supplied cutters are in use.</li> <li>• Application for which the cutter is in use i.e. type of rotor, length of slots, width of slot, accuracy of slot.</li> <li>• Complete postal address of the customer.</li> <li>• Year of supply of cutter.</li> <li>• Phone, FAX no. and e-mail address of the company.</li> <li>• Performance certificate from the company regarding satisfactory performance of cutters supplied to them (Original Certificate or Through E-mail directly from the customer).</li> </ul>

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|--|---|
|  | <ul style="list-style-type: none"><li>• BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected.</li></ul> |
|--|---|



SKETCH OF ADAPTOR FOR REFERENCE





THIS DRAWING IS THE PROPERTY OF THE COMPANY AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.



### **ANNEXURE-3**


**PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.**

<b>S.No.</b>	<b>Description</b>	<b>Your Confirmation</b>
1.	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	
2.	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
3.	Confirm specifically that material shall be supplied as per tender documents.	
4.	Ink signed order acceptance shall be furnished within 15 days of order placement.	
5.	For Foreign vendors : Confirm if there is any Indian agency commission included in your price. And if yes then indicate the percentage of the same.	
6.	PO No. &/OR Vendor's Emblem/Seal shall be clearly punch marked on each item.	
7.	Guarantee certificate is required & period of its validity will be atleast one year from the date of final acceptance of material at BHEL Haridwar.	

	<b>ANNEXURE 4</b>	Document No.	AA:MM:SR:01
	<b>GUIDELINES TO FOREIGN SUPPLIERS FOR FILLING UP SUPPLIER REGISTRATION FORM</b>	Revision No.	01
		Page No.	I of II

1. Prospective Suppliers may also visit our web site [www.bhel.com](http://www.bhel.com) (link Supplier Registration -> New Supplier Required) to know more about the requirement of new suppliers for various items in our units.
2. Registration Form no. SRF(F)01 may be obtained from BHEL website [www.bhel.com](http://www.bhel.com).
3. Application for registration, with a covering letter detailing where your products can find application (if possible) in BHEL unit(s), should be sent to:

Supplier Development Cell  
Unit Name:  
Bharat Heavy Electricals Ltd.  
City:  
India
4. In case registration is being sought in multiple units of BHEL, please send the separate application to each unit.
5. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit.
6. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, mention it as "Not Applicable". The form is to be signed by the authorised signatory and submitted in original.
7. Please attach separate sheet if the space provided is insufficient. For any other information also, separate sheet may be attached.
8. Any information / clarification required by BHEL during processing of registration must be given expeditiously.
9. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and all enclosures are numbered & list of enclosures is given as required.
10. As multiple copies of the application forms are required for processing at our end, please do not spiral bound the application forms or its enclosures and instead send them in two hole clip flat file.
11. Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
12. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Chapter VI.
13. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

	<b>ANNEXURE 4</b>	Document No.	AA:MM:SR:01
	<b>CHECK-LIST FOR FOREIGN SUPPLIERS REGISTRATION FORM</b>	Revision No.	01
		Page No.	II of II

S.N.	Check-Point	Yes/No
1.0	Information against all points in the Supplier Registration Form has been given.	
2.0	Authorisation letter has been enclosed (in case of Indian representative)	
3.0	Banker's certificate has been enclosed	
4.0	Are you an ISO: 9001 accredited supplier?	
4.1	If yes, have you enclosed copy of ISO 9001 accreditation certificate & "Table of Contents" of your Quality Manual?	
4.2	If no, have you enclosed written down procedure / manual of Quality Management System?	
5.0	Have you enclosed experience list/ performance certificate ( as per sl. 3.0 of the form SRF(F) 01 )	
6.0	List of enclosures has been furnished ( as per Sl 5.0 of the form SRF(F) 01)	
7.0	All the parts of the form & enclosures have been signed by Authorised Signatory.	
8.0	D&B Report/ Creditreform report etc. has been attached.	

Signature & seal  
(Authorised Signatory)

Date :

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



**BHARAT HEAVY ELECTRICALS LIMITED , INDIA**

ANNEXURE 4

**FORM NO. SRF(F)01 : (FOREIGN SUPPLIER)**

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- 1.8 YEAR OF COMMENCEMENT OF BUSINESS :
- 1.9 PRODUCTION CAPACITY PER ANNUM (details of major manufacturing/ testing facilities to be given) :
- 1.10 PARTICULARS OF PRODUCTS INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRATION : ( ATTACH BROCHURES AND CATALOGUES )
- 1.11 NAME (S) OF BANKERS :
- 1.12 BANKER'S CERTIFICATE AS TO CREDITWORTHINESS OF THE CLIENT (Enclose Certificate ) :
- 1.13 PORT OF LOADING :
- 1.14 NEAREST AIRPORT :
- 1.15 Report from D&B/ Creditreform etc. (As per Cl. 7.1 of Chapter V) (MANDATORY):

**2.0 FINANCIAL INFORMATION : (FOR LAST 3 YEARS)**

PARAMETER	YEAR -1	YEAR -2	YEAR -3
ANNUAL TURN OVER			
PROFIT AFTER TAX			

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

**3.0 QUALITY MANAGEMENT SYSTEM :**

- 3.1 IS THE COMPANY ISO:9001 CERTIFIED : YES / NO
- 3.1.1 IF YES, ENCLOSE COPY OF CERTIFICATE & TABLE OF CONTENTS OF QUALITY MANUAL.
- 3.1.2 IF NO, ENCLOSE QUALITY MANANGEMENT SYSTEM OR WRITTEN DOWN PROCEDURE

**4.0 EXPERIENCE LIST/ PERFORMANCE CERTIFICATE FOR OFFERED / SIMILAR ITEMS :**

(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 )

**5.0 ANY OTHER INFORMATION :**

- 6.0 LIST OF ENCLOSURES :**  
(BROCHURES, CATALOGUES, TECHNICAL LITERATURE ETC.)

Signature & Seal

AUTHORISED SIGNATORY

E – Mail


NAME :

TELEPHONE : (Landline):  
Mobile :

DESIGNATION :

**DATE :**

BHEL CERTIFIED ASSESSOR

	<b>ANNEXURE - 5</b>	Document No.	AA:MM:SR:01
	<u>GUIDELINES TO INDIAN SUPPLIERS FOR FILLING-UP SUPPLIER REGISTRATION FORM</u>	Revision No.	01
		Page No.	I of II

- Prospective Suppliers may also visit our web site [www.bhel.com](http://www.bhel.com) (link Supplier Registration -> New Supplier Required) to know more about the requirement of new suppliers for various items in our units.
- Registration Form may be obtained from BHEL website [www.bhel.com](http://www.bhel.com).
- Application for registration, with a covering letter detailing where your products can find application (if possible) in BHEL unit(s), should be sent to:

Supplier Development Cell  
*Unit Name:*  
 Bharat Heavy Electricals Ltd.  
*City:*  
 India


- In case registration is being sought in multiple units of BHEL, please send the separate application to each unit.
- Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit.
- The Supplier Registration Form has four parts:

Part A	Organisational Information	Form no. SRF(I)01 – page 1 to 10
Part B	Quality System	Form no. SRF(I)01 - page 11 to 12
Part C	Technical Competence	Form no. SRF(I)01 page 13 (if sent by BHEL)
Part D	Score Sheet (to be filled by BHEL)	Form no. SRF(I)01 page 14 to 17

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

Sl.No	Supplier Category	Formats
1.	Indian Suppliers ( manufacturers )	- Organisational Information - Quality System - Technical Competence
2.	Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal	- Organisational Information SRF(I)01- Part A (page 1 to 10 except Sl. No. 5.1, 5.2, 6.6, 6.7, 7 & 8)

- All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention “Not Applicable”. The form is to be signed by the authorised signatory.
- A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
- Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and all enclosures are numbered & list of enclosures is given as required.
- As multiple copies of the application forms are required for processing at our end, please do not spiral bound the application forms or its enclosures and instead send them in two hole clip flat file.
- Incomplete forms will be rejected.
- Any information / clarification required by BHEL during evaluation must be given expeditiously.
- Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Chapter VI.
- Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
- If you are attaching a document in a language other than Hindi/ English, a self attested Hindi/ English translated document may please be also attached.

	<b>ANNEXURE - 5</b>	Document No.	AA:MM:SR:01
	<b>Check List for Indian Supplier Registration Form</b>	Revision No.	01
		Page No.	II of II

Sl.No.	Check-Point	Yes/No
1.	Information against all points under “Organizational Information” (Part-A) has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Summary list of enclosures has been furnished as per S.N.10 of Organisational Information form no. SRF (I) 01 & S.N 12 of Quality system form no. SRF (I) 01.	
4.	Are you an ISO 9001 accredited supplier?	
5.	If yes, have you enclosed "Table of Contents" of your Quality Manual and copy of ISO 9001 accreditation certificate?	
6.	Have you filled up Quality System format given in Part B?	
7.	Technical requirements, specifications, drawings, standards have been received from BHEL before filling up Technical Competence, Part C.	
8.	All the parts of the form & enclosures have been signed by Authorised Signatory.	
9.	Have you attached EFT details? (In original, Certified by the bank)	
10.	If you are seeking registration for a MSME company (as per MSME Act of Government of India), have you attached requisite certificate as per Act?	

Date :

Signature & seal

(Authorised Signatory)

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

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE - 5

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INFORMATION WITH \* MARKS IS SCOREABLE.

**PART- A : ORGANISATIONAL SOUNDNESS**

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

ALL THE PAGES OF THE FORM ARE TO BE SIGNED ALONGWITH SEAL BY THE AUTHORISED SIGNATORY

ORGANISATIONAL INFORMATION			
<b>NAME AND CORRESPONDENCE ADDRESS OF THE SUPPLIER SEEKING REGISTRATION :-</b>			
<b>1.0 PRODUCTS / SYSTEMS / SERVICES FOR WHICH REGISTRATION IS APPLIED FOR :</b>			
SL. NO.	DESCRIPTION	SIZE & RANGE	MFG. STD/ IS / DIN /BS ETC.
SUPPLIER'S AUTHORISED SIGNATORY		BHEL CERTIFIED ASSESSOR	

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE - 5

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**ORGANISATIONAL INFORMATION**

**2.0 GENERAL INFORMATION :**

2.1 NAMES OF THE WORKS/DIVISION (Products manufactured at each works to be mentioned :

ADDRESS : E - Mail :

TELEPHONE : Landline

Mobile

FAX :

2.2 NAME OF CHIEF EXECUTIVE /  
PROPRIETOR / PARTNER & ADDRESS :

2.3 DETAILS OF AUTHORISED SIGNATORY FOR SEEKING CLARIFICATION :

NAME :

DESIGNATION : E - Mail

:

TELEPHONE : Landline

Mobile

FAX :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**3.0 OWNERSHIP INFORMATION :** DOCUMENTS TO BE FURNISHED

3.1 GOVT. OF INDIA UNDERTAKING:

OR

STATE GOVT. UNDERTAKING :

OR

LIMITED COMPANY, :

MEMORANDUM AND  
ARTICLES OF ASSOCIATION

OR

PRIVATE COMPANY :

MEMORANDUM AND  
ARTICLES OF ASSOCIATION

OR

CO-OPERATIVE SOCIETY, :

SOCIETY RULES AND  
BYE LAWS

OR

PARTNERSHIP FIRM, :

PARTNERSHIP DEED

OR

PROPRIETORSHIP, :

PROFESSION TAX REGN.  
AND MUNICIPAL REGN.

ANY OTHER (SPECIFY) :

3.2 NATURE OF BUSINESS :

(MANUFACTURING UNIT/  
ENGG CONSULTANT/ EPC CONTRACTOR)

(AGENTS/ DISTRIBUTORS/STOCKISTS/DEALERS/  
TRADERS/ INDIAN SUBSIDIARY/ CHANNEL PARTNER – attach authorization  
certificate of principal)

3.3 YEAR OF ESTABLISHMENT :

\* 3.4 YEAR OF COMMENCEMENT OF BUSINESS :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**4.0 REGISTRATION PARTICULARS**

( FURNISH DETAILS AND ENCLOSE COPY OF CERTIFICATE FOR THE FOLLOWING)

- 4.1 PERMANENT ACCOUNT NO :  
4.2 CENTRAL SALES TAX REGN NUMBER :  
4.3 STATE SALES TAX / TIN NUMBER :  
4.4 EXCISE DUTY REGN NUMBER :  
4.5 EXCISE CONTROL CODE NUMBER :  
4.6 SERVICE TAX REGN NUMBER :  
4.7 CATEGORY AS PER MSMED ACT : MICRO/ SMALL/ MEDIUM  
REGN NO. :  
VALID UPTO :  
(Attach Certificate)

**5.0 TOTAL ORGANISATIONAL STRENGTH : (ATTACH ORGANISATION CHART)**

- |  |   | GRADUATE | DIPLOMA | SKILLED | NON-SKILLED |
|--|---|----------|---------|---------|-------------|
| ENGINEERING                                      | : |          |         |         |             |
| MANUFACTURING                                    | : |          |         |         |             |
| QUALITY  | : |          |         |         |             |
| COMMERCIAL /<br>SERVICE AFTER SALES              | : |          |         |         |             |
| OTHERS   | : |          |         |         |             |
| TOTAL  | : |          |         |         |             |
| * 5.1 POWER BACKUP                               | : | YES/ NO  |         |         |             |
| (GIVE DETAILS)                                   |   |          |         |         |             |
| * 5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY | : | YES/ NO  |         |         |             |

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**6.0 OTHER PARTICULARS :**

( FURNISH DETAILS AND ENCLOSE DOCUMENTARY EVIDENCE/ COPY OF CERTIFICATE FOR THE FOLLOWING)

\* 6.1 IF THE COMPANY IS ALREADY REGISTERED WITH ANY OF BHEL UNITS, GIVE :

6.1.1. BHEL UNIT'S NAME :

6.1.2. SUPPLIER REGN. CODE NO. :

6.1.3. ITEMS FOR WHICH REGISTERED & THEIR SPECIFICATION  
( ENCLOSE PROOF OF SUCCESSFUL EXECUTION OF  
ONE OR MORE PURCHASE ORDERS ) :

\* 6.2 IS THE COMPANY APPROVED BY  
ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS /  
IBR / LLOYDS ETC FOR INTENDED  
MATERIAL CATEGORY? : YES / NO  
(ENCLOSE DOCUMENTARY EVIDENCE)

\* 6.3 IS THE COMPANY ISO 9001 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE & TOC OF QUALITY SYSTEM) :

\* 6.4 IS THE COMPANY AN ISO 14000 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE) :

\* 6.5 IS THE COMPANY OHSAS - 18000 APPROVED?: YES / NO  
(ENCLOSE CERTIFICATE)

\* 6.6 TECHNICAL COLLABORATOR :  
(FOREIGN OR INDIGENOUS)  
(ENCLOSE DOCUMENTARY EVIDENCE)

\* 6.7 R&D SET UP

6.8 DIRECTORS / PARTNERS, IF RELATED TO ANY  
BHEL EMPLOYEE.  
NAME :  
STAFF NO. :  
DESIGNATION :  
Unit & DEPARTMENT :  
RELATIONSHIP :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
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**ORGANISATIONAL INFORMATION**

6.9 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :  
STAFF NO. :  
DESIGNATION :  
UNIT & DEPARTMENT :  
DATE OF LEAVING SERVICE :

6.10 COMPANY'S WEEKLY HOLIDAYS :

WORKS                      OFFICE

6.11 EXPERIENCE LIST:

(ATTACH LIST OF PRESENT CUSTOMERS WITH NAME & ADDRESS FOR OFFERED / SIMILAR TYPE & SIZE OF ITEM / EQUIPMENT FOR WHICH REGISTRATION HAS BEEN SOUGHT AND WITH WHOM YOU HAVE CONTINUOUS BUSINESS SINCE LAST THREE YEARS . ALSO ATTACH PERFORMANCE CERTIFICATES ISSUED BY ANY TWO CLIENTS FOR SUCCESSFUL EXECUTION OF THE CONTRACTS FOR LAST TWO YEARS- FOR PEM)

\*6.12 DETAILS OF PENDING LEGAL ISSUES ON CONTRACTUAL ASPECTS WITH CUSTOMER , IF ANY

6.13 The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer –EFT/RTGS) is to be submitted

1. Name of the Company
2. Name of Bank
3. Name of Bank Branch
4. City/Place
5. Account Number
6. Account type
7. IFSC code of the Bank Branch
8. MICR Code of the Bank Branch
9. Details of other Bankers (for reference purpose only)

NOTE :

(i) Suppliers who have already submitted the above information are requested to submit a copy of the same.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
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<b>ORGANISATIONAL INFORMATION</b>
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**7.0 MANUFACTURING FACILITIES:**

**\*7.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS (INCLUDING MATERIAL HANDLING FACILITY)**

SL. NO	DESCRIPTION OF MACHINE/EQUIPMENT	QUANTITY	MAKE & YEAR OF INSTALLATION	REMARKS

IN CASE OF SPACE LIMITATION, PLEASE ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 7.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONGWITH THEIR FACILITIES & EXPERIENCE**

SL. NO	PROCESS OUTSOURCED	NAME OF THE COMPANY	DESCRIPTION OF MACHINE / EQUIPMENT	REMARKS

IN CASE OF SPACE LIMITATION ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 7.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE:**

<b>SUPPLIER'S AUTHORISED SIGNATORY</b>	<b>BHEL CERTIFIED ASSESSOR</b>
--	--------------------------------

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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<b>ORGANISATIONAL INFORMATION</b>
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**8.0 INSPECTION & TESTING FACILITIES:**

**\* 8.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT**

SL. NO	DESCRIPTION OF FACILITY/ EQUIPMENT & CAPACITY	NOS.	MAKE & YEAR OF MANUFACTURING	LAST DATE OF CALIBRATION

IN CASE OF SPACE LIMITATION ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 8.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES & EXPERIENCE**

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**

SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR
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**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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ORGANISATIONAL INFORMATION					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
9.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs )			
* 9.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
9.2	LONG TERM DEBT / LOAN				
* 9.3	DEBT EQUITY RATIO <u>Long term Debt (9.2)</u> Net worth (9.1)				
9.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
9.5*	NET CURRENT ASSETS				
	1 a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	Total				
	CURRENT LIABILITY				
	2 a) Sundry creditors				
	b) Interest accrued but not due				
c) Other liabilities					
Total					
* 9.6	* QUICK RATIO <u>CA - INVENT. {9.5(1)-9.5(1)c}</u> 3 Current liability {9.5 (2)}				
* 9.6	SALES				
	Growth over previous year (%)	-----			
* 9.7	PROFIT BEFORE TAX				
	Growth over previous year (%)	-----			
* 9.8	Whether the supplier has been referred to BIFR / NCLT / any other Govt agency ( If YES , enclose details)				YES / NO
* 9.9	Whether the supplier is a potential sick company.( If YES , enclose details)				YES / NO
NOTE: 1. Copies of annual accounts (Balance Sheet) for the last four years (or from date of incorporation which ever is less) along with audit report are to be submitted. The above details shall be highlighted in the Balance Sheet. 2. Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.					
SUPPLIER'S AUTHORISED SIGNATORY			BHEL CERTIFIED ASSESSOR		

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**ORGANISATIONAL INFORMATION**

**10. LIST OF ENCLOSURES** (Tags to be put on enclosures) :

- (i) MEMORANDUM AND ARTICLES OF ASSOCIATION / SOCIETY RULES AND BYE LAWS / PARTNERSHIP DEED/ PROFESSION TAX REGN & MUNICIPAL REGN. : YES / NO
- (ii) Copy of certificate of following:-
- x PERMANENT ACCOUNT NO : YES / NO
  - x CENTRAL SALES TAX REGN NUMBER : YES / NO
  - x STATE SALES TAX / TIN NUMBER : YES / NO
  - x EXCISE DUTY REGN NUMBER : YES/ NO
  - x EXCISE CONTROL CODE NUMBER : YES / NO
  - x SERVICE TAX REGN NUMBER : YES / NO
  - x REGN NUMBER OF CATEGORY AS PER MSMED ACT : YES / NO
- (iii) ORGANISATION CHART : YES / NO
- (iv) If registered with any other BHEL Unit,
- x LETTER OF REGISTRATION WITH BHEL UNIT : YES / NO
  - x PROOF OF SUCCESSFUL EXECUTION OF ONE OR MORE PURCHASE ORDERS : YES / NO
- (v) Letter of approval from ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS /IBR / LLOYDS ETC : YES / NO
- (vi) Accreditation certificate for
- x ISO: 9001 : YES / NO
  - x TOC of Quality System Manual : YES / NO
  - x ISO : 14000 : YES / NO
  - x OHSAS , ISO 18000 : YES / NO
- (vii) Letter regarding technical collaboration : YES / NO
- (viii) Experience List / Performance certificate : YES / NO
- (ix) Balance Sheet for the last four years along with audit Report : YES / NO
- (x) Principal's authorization in case of dealers/ agents : YES / NO
- (xi) EFT Bank's certificate : YES / NO

I /WE GIVE THE UNDERTAKING THAT BHEL DRAWINGS & SPECIFICATIONS SHALL NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF BHEL AND/ OR FOR SUPPLY OF ANY MATERIAL, PRODUCT OR SERVICES DIRECTLY OR INDIRECTLY TO ANY OTHER CUSTOMER.

Maximum Marks = 50

Negative Marks = -13

Minimum Qualifying marks = 30

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

Sl. No	PARAMETERS	SYSTEM IN EFFECT (Tick if exists & provide evidences if ticked in written procedure)		RECORDS (Tick if available & submit evidences)	REMARKS
		Written Procedure	Practice		
1*	Incoming Material Control System				Furnish a copy of system and organization.
2*	In process control				Furnish at least one work instruction & record of process control parameter
3*	Manufacturing / Testing Procedure Qualification				Procedure Qualification specification may be submitted
4*	Personnel qualification for 3 above.				Record of Personnel qualification (PQR) to be submitted
5*	Calibration system				Submit list of instrument & their calibration status
6*	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.				Copy of procedure to be submitted
7*	System of Storage, Preservation , Painting & packing				Copy of procedure to be submitted
8*	System of NCR disposition & corrective preventive action				Two copies of NCR & CAPA
9*	Customer complaints handling system				Submit list of customer complaints & status for the last three years
10*	Safety measures				Submit copy of safety system & Record of accidents for last three years
11	Any other quality initiative				

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

**12. LIST OF ENCLOSURES**

- (i) Copy of system of control incoming materials and organization chart
- (ii) Copy of at least one process control work instruction
- (iii) Record of process control parameter
- (iv) Copy of at least one Procedure Qualification specification
- (v) Record of Personnel qualification (PQR)
- (vi) List of instrument & their calibration status
- (vii) Copy of procedure for Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.
- (viii) Copy of procedure for Storage/ preservation/ painting & packing
- (ix) Copies of two NCRs and their CAPA.
- (x) List of customer complaints & status for the last three years
- (xi) Copy of safety system
- (xii) Record of accidents for last three years

Maximum Marks = 25

Minimum Qualifying marks = 15

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
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FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**FORM NO. SRF(I)01**

**Part C : TECHNICAL COMPETENCE**

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

**(i) COMMON TECHNICAL COMPETENCE (Max Marks: 10)**

TECHNICAL COMPETENCE ( where <b>design specification</b> is given by BHEL )	MARKING RANGE	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL
1. Supplier understands the product specification.	<b>(0-3)</b>		
2. Supplier understands the inspection requirements.	<b>(0-2)</b>		
3. Supplier has process capability to achieve the product specification/dimensional requirement.	<b>(0-3)</b>		
4. Supplier has experienced manpower to carry out the job.	<b>(0-2)</b>		
<b>TOTAL MARKS OUT OF POSSIBLE (10 ) = ---</b>			

**OR**

TECHNICAL COMPETENCE ( where <b>performance specification</b> is given by BHEL )	MARKING RANGE	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
		SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL
1. Design capability	<b>(0-3)</b>						
2. Adequacy of quality assurance plan	<b>(0-2)</b>						
3. Process capability for components	<b>(0-3)</b>						
4. Adequate of testing	<b>(0-2)</b>						
<b>TOTAL MARKS OUT OF POSSIBLE (10)</b>							
<b>Average of Total (Total/3) = -----</b>							

**(ii) PRODUCT/ MATERIAL CATEGORY SPECIFIC TECHNICAL COMPETENCE**

**(Max Marks: 15)**

Unit MISCC to structure the parameters to be considered for the technical competence depending on material category. The score of individual parameter selected is to be decided by MISCC. MISCC shall identify the requirement of enclosures to be furnished by supplier Product:

Sl. No	Material category	Tech Parameter	Supplier's response	Remarks

To be filled up only on receipt of technical requirements/ specification, drawings, standards from BHEL and to be sent to BHEL for further scrutiny. Enclose documentary evidence where ever required.

**LIST OF ENCLOSURES:**

Maximum Marks = 25

Minimum Qualifying marks = 15

# No marks is to be given by the supplier. Only supplier response along with supporting documents,

SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR
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**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**Part D : SCORE SHEET**

**1. ORGANISATIONAL SOUNDNESS (for Manufacturers):**

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all <b>relevant information</b> like ownership, PAN no., sales tax no., excise duty no., etc. submitted	Yes: 2 No: 0	2	
2.	3.4 YEAR OF COMMENCEMENT OF BUSINESS	More than 5 years : 2 1-5 years : 1 Less than 1 year : 0	2	
3.	5.1 POWER BACKUP	Yes : 1 No : 0	1	
4.	5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY	Yes : 1 No : 0	1	
5.	6.1 REGISTERED WITH ANY OF BHEL UNITS	Yes (same item) : 2 Yes (another item) : 1 No : 0	2	
6.	6.2 APPROVAL BY ASME/ NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS ETC	Yes : 2 No : 0	2	
7.	6.3 ISO 9001 ACCREDITATION	Yes : 3 No : 0	3	
8.	6.4 ISO 14000 ACCREDITATION	Yes : 1 No : 0	1	
9.	6.5 OHSAS - 18000 ACCREDITATION	Yes : 1 No : 0	1	
10.	6.6 TECHNICAL COLLABORATOR : (FOREIGN OR INDIGENOUS)	Yes : 1 No : 0	1	
11.	6.7 R & D SET UP	Yes : 1 No : 0	1	
12.	6.12 PENDING LEGAL ISSUES ON TECHNO – COMMERCIAL ASPECTS WITH CUSTOMER	Yes : -5 No : 0	0	
13.	7.1 & 7.2 MANUFACTURING FACILITIES INCLUDING OUTSOURCING	Adequate : 3 Substantial : 2 Inadequate : 0	3	
14.	7.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE	Less than 10% : 2 10 to 30 % : 1 More than 30% : 0	2	
15.	8.1 INSPECTION & TESTING FACILITIES	Adequate : 2 Substantial : 1 Inadequate : 0	2	
16.	8.2 OUTSOURCING OF MAJOR TESTING FACILITY (Refer Note)	Yes : 0 No : 1	1	
	<b>TOTAL</b>		<b>25</b>	

**1. ORGANISATIONAL SOUNDNESS (for Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal):**

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all <b>relevant information</b> like ownership, PAN no., sales tax no., etc. submitted ( <b>clause 6.0 of chapter V to be referred in this regard</b> )	Yes: 7 No: 0	7	
2.	3.4 YEAR OF COMMENCEMENT OF BUSINESS	More than 3 years : 2 1-3 years : 1 Less than 1 year : 0	2	
3.	6.1 REGISTERED WITH ANY OF BHEL UNITS	Yes (same item) : 2 Yes (another item) : 1 No : 0	2	
4.	6.2 APPROVAL BY ASME/ NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS ETC	Yes : 2 No : 0	2	
5.	6.3 ISO 9001 ACCREDITATION	Yes : 2 No : 0	2	
6.	6.12 PENDING LEGAL ISSUES ON TECHNO – COMMERCIAL ASPECTS WITH CUSTOMER	Yes : -5 No : 0	0	

**BHEL CERTIFIED ASSESSOR**

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**Part D: SCORE SHEET**

**2. FINANCIAL INFORMATION (for Manufacturers):**

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.1 Growth of Net Worth over previous year (%) Average of three years to be worked out	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
2.	9.3 DEBT EQUITY RATIO <u>Long term Debt (9.2)</u> Net worth (9.1)	1 : 1 : 5 1.1 upto 1.5 : 1 : 4 1.6 upto 2.0 : 1 : 3 2.0 & above : 1 : 2	5	
3.	9.5 QUICK RATIO <u>CA - INVENTORIES {9.5(1)-9.5(1)c}</u> Current liability {9.5 (2)}	1 : 1 : 5 1 : 1 upto 1.5 : 4 1 : 1.5 upto 1.75 : 3 1 : 1.75 upto 2.5 : 2 1 : > 2.5 : 0	5	
4.	9.6 Growth in Sales over previous year (%) Average of three years to be worked out	More than 35% : 5 20 -35 % : 4 10 – 20 % : 3 5 – 10 % : 2 > 0 & < 5 % : 1 0 or negative : 0	5	
5.	9.7 PROFIT BEFORE TAX  Growth over previous year (%)	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
6.	9.8 Whether the supplier has been referred to BIFR / NCLT/ any other similar Govt agency	Yes: -5 No : 0	0	
7.	9.9 Whether the supplier is a potentially sick company	Yes: -3 No : 0	0	
	<b>TOTAL</b>		<b>25</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 him and will be decided by MISCC.

**2. FINANCIAL INFORMATION (for Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal):**

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.6 Growth in Sales over previous year (%) Average of three years to be worked out	More than 35% : 5 20 -35 % : 4 5 - 20 % : 3 >0 - 5 % : 2 0 or negative : 0	5	
2.	9.7 PROFIT BEFORE TAX  Growth over previous year (%)	More than 20 % : 5 5 – 20 % : 4 >0 – 5 % : 3 0 or below : 0	5	

BHEL CERTIFIED ASSESSOR
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**BHARAT HEAVY ELECTRICALS LIMITED  
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**Part D : SCORE SHEET**

**3. QUALITY SYSTEM:**

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Incoming Material control System	System availability : Yes: 1 No : 0	1	
		Availability of Organisation chart Yes: 1 No : 0	1	
2.	Process control	Work instruction available: Yes: 1 No : 0	1	
		Record of process Control : Available : 2 Partial record : 1 Not available: 0	2	
3.	Manufacturing / Testing Procedure Qualification	Procedure Qualification Specification : Adequate : 3 In adequate: 1 Not available : 0	3	
4.	Personnel qualification	Record of PQR: Adequate : 3 In adequate: 1 Not available : 0	3	
5.	Calibration system	Adequate : 3 In adequate: 1 Not available : 0	3	
6.	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
7.	System of Storage/ preservation/ painting & packing	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
8.	System of NCR disposition & corrective preventive action	Two copies of NCR & CAPA Available :2 Not available : 0	2	
9.	Customer complaints handling system	System available : Yes: 1 No : 0	1	
		Complaints registered & resolved : 2 Complaints registered & partially resolved : 1 Complaints not registered or not resolved : 0	2	
10.	Safety measures	System available : Yes: 1 No : 0	1	
		Record available : Yes: 1 No : 0	1	
	<b>TOTAL</b>		<b>25</b>	
BHEL CERTIFIED ASSESSOR				

**BHARAT HEAVY ELECTRICALS LIMITED  
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**Part D : SCORE SHEET**

**4. TECHNICAL COMPETENCE**

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.

Sl. No (1)	Parameter (2)	Scoring criteria (3)	Maximum Marks (4)	Marks obtained (5)
	<b>TOTAL</b>		<b>25</b>	

**SUMMARY:**

Sl. No	Criteria	Maxm Marks	Qualifying marks *	Marks obtained	Recommendation for registration
1.	Organisational Soundness	50	30		<b>Recommended :</b>  Permanent code /Development code/ Trial code  <b>Not recommended</b>
	Financial Information				
2.	Quality System	25	15		
3.	Technical Competence	25	15		
	<b>TOTAL</b>	100	60		

**\*Minimum Qualifying Score in Each category shall be 60%.**

**REGISTRATION CRITERIA:**

Sl. No	Score	Recommendation
1.	More than 90	Supplier is to be registered and given Permanent code, Normally no visit is called for.
2.	>75 <=90	Supplier may be visited if recommended by MISCC or to be registered and given permanent code.
3.	>=60 <=75	Supplier may carry out suggested improvements if advised by MISCC Supplier's visit is mandatory. Trial/ Development code may be given.
4.	Less than 60	Not to be registered

**Note:** Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal are to be awarded marks on pro-rata basis and registered accordingly.

Signatures: MISCC and Suppler Evaluation Team (in case of visit)

- |    |    |    |
|----|----|----|
| 1) | 2) | 3) |
| 4) | 5) | 6) |

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ANNEXURE – 6

**NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT**

BETWEEN

\_\_\_\_\_ (**Name of the Vendor**), having its registered offices in \_\_\_\_\_ (**Address of Vendor**), registered under the no. \_\_\_\_\_ of the Companies' register of \_\_\_\_\_ (**Name of Place and Country**), capital stock of \_\_\_\_\_ (**Value**), with a place of business in \_\_\_\_\_ (**Name of Place and Country**) (hereinafter referred to as "**\_\_\_\_\_ (Name of Vendor)**");

AND

**Bharat Heavy Electricals Ltd** a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") hereinafter also referred to individually as "the Party" or collectively as "the Parties".

**BACKGROUND**

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

**WHEREAS**

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE,** the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
  
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
  - identifies the Information as Proprietary at the time of original disclosure,
  - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
  - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
  - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
  - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;

- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
  - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
  - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
  - c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
  - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
  - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
  - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
  
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.  
  
It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information
  
12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
  
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
  
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive federal laws of Switzerland excluding it's choice of law rules.

Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Geneva (CH) in English language, in accordance with the rules of the ICC – International Chamber of Commerce by three arbitrators appointed in accordance with said rules.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to \_\_\_\_\_ (**Name of Vendor**) shall be made at the following address:

**(Complete Address of Vendor)**

Attention: Mr. \_\_\_\_\_ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: Shri B.M.Bansal, General Manager- Materials Management

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

**(Name of Vendor)**

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

**EXHIBIT 1**

to the

**NON-DISCLOSURE AGREEMENT**

between

\_\_\_\_\_ **(Name of Vendor)**

and

**BHARAT HEAVY ELECTRICALS LIMITED**

dated:

\_\_\_\_\_

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

\_\_\_\_\_ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :