



**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
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Tender No: NIT/296/E/E211/2015/3058/H1

Due Date: 30.10.2015

Sub: BHEL-HEEP/OPEN-TENDER (Field Lead Core Bar)

Dear Sir

The Heavy Electricals Equipment Plant (HEEP) located at 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. Government of India has a plan to add more than 1,20,000 MW in next five year plan (2012-2017).

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

Tender No	Item Description	Qty (Nos)
NIT/296/E/E211/2015/3058/1	W96413504255; Field Lead Core Bar; Drg. No 41360301158 Rev-01; Spec: TG60640 Rev-00	14
	W96413504212; Field Lead Core Bar; Drg. No 41360301156 Rev-01; Spec: TG60640 Rev-00	12

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in or <http://eprocure.gov.in> and to be submitted with requisite EMD and tender fee. Relevant specifications & drawings of the above items could be made available prior to due date against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar, however, originals must be submitted with Part-I. **Only those vendors who fulfill the Minimum/Pre Qualifying Requirements & Quality Requirements (as per Annexure-A) will be considered for further technical evaluation.**

This notification shall be published in Indian as well as International News paper. **The last date for taking tender documents shall be 29.10.2015 & opening of each tender shall be 30.10.2015.** Tenders will be received up to 1:45 PM on **30.10.2015** and opened on the same day at 2:00 PM in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 30.10.2015) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Interested vendors must remit the tender fee of Rs. 2,000/- for indigenous vendors (Rupees Two Thousand or equivalent amount in foreign currency for foreign vendors) against each tender along with the requisite EMD Rs **2,00,000/- (two lacs or equivalent amount in foreign currency for foreign vendors)** in the form of bank draft while submitting the tender documents as detailed in **"GENERAL TERMS & CONDITIONS" (ANNEXURE-B)**, after down loading from either of these web sites. Estimated value of tender is approximately Rs **175 Lacs.**

- **The tenders shall be submitted in two parts, as described below, on or before the due date. (Refer Annexure-C for bid composition and marking of envelope)**
 - **Part I – EMD, Tender Fee, Pre-qualification requirement (PQR), Vendor Registration Form (SRF), NDA & Techno-Commercial Bid along with Annexure-D**
 - **Part II – Price Bid**
- **(Refer Annexure-C for bid composition and marking of envelope, bids not in line with this will not be considered)**

- **Relevant specifications & drawings** of the above items will be made available only *against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar*, however, originals must be submitted with Part-I. Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by email v_singh@bhelhwr.co.in or atiwari@bhelhwr.co.in against proof of draft of the tender fee in favor of BHEL, Haridwar. This Tender fee draft & NDA are to be submitted along with Part-I (Techno-commercial) bid. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.
- **The total quantity may undergo change at the time of ordering.** The details of each item with required deliveries are given in **ANNEXURE-E (Details of Items)**

PRICE BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE (ENVELOP A). *[Please submit separate drafts for EMD and tender fee drawn in favor of BHEL, Haridwar in envelope (called A) super-scribed with bold letters "EMD & Tender Fee" to be submitted with Part-I bid before 1:45 PM on the due date].* The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY FOLLOW "GENERAL TERMS & CONDITIONS" (ANNEXURE-B).

REFERENCE

PRE-QUALIFYING REQUIREMENT & QUALITY REQUIREMENTS	ANNEXURE-A	PAGE (4-6)
GENERAL TERMS & CONDITIONS	ANNEXURE-B	PAGE (7-13)
COMPOSITION OF BIDS & MARKING OF ENVELOPE	ANNEXURE-C	PAGE (14-15)
TECHNO-COMMERCIAL T & C	ANNEXURE-D	PAGE (16-19)
DELIVERY REQUIREMENT	ANNEXURE-E	PAGE (20)
QUALITY PLAN FORMAT		PAGE (21)
NON-DISCLOSURE AGREEMENT (NDA) & SRF FORMAT		Attached separately

PPX FILE No. E/E211/2015/3058/H

September 3, 2015

PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
SILVER BEARING FIELD LEAD CORE BAR

1. EXPERIENCE

- 1.1 The vendor should have manufactured and supplied extruded and cold drawn SILVER BEARING FIELD LEAD CORE BAR of grade CuAg0.1-R_m200 for large size Turbo-generators (rating >210 MW) to reputed power equipment manufacturers world-wide for at least last 3 years.
- 1.2 The Field Lead Core Bar required is of semi-circular/half-round cross-section of radius about 109 mm and length ranging from 2145 to 2425mm. The vendor should have manufactured and supplied Field Lead Core Bar of this or bigger cross-section.
- 1.3 The Field Lead Core Bar should have the following properties:
 - 1.3.1 Mechanical properties: (Test samples to be taken in radial direction)
 - Tensile Strength ≥ 200 N/mm²
 - Proof Strength R_p 0.2% ≥ 160 N/mm²
 - Elongation $\geq 20\%$
 - 1.3.2 Electrical properties:
 - Electrical resistivity: 0.017857 Ohm mm²/m, Maximum
- 1.4 The vendor must have executed at least one order every year in the last 3 years for the above item. Vendor to furnish copies of Purchase Orders for the same. Also, vendor to provide documentary evidence of the acceptance of material like Acceptance Certificate or letter from Customer.
- 1.5 The vendor should furnish copies of Test Certificates of previously supplied material for the Purchase Orders furnished against Cl 1.4 above.
- 1.6 Vendor to give annual production capacity and output in MT for the last 3 years along with customer-wise break-up for Field Lead Core Bar.
Alternatively, the vendor may substantiate their experience in respect of Cl. 1.1 to 1.6 above by submitting documentary evidence of being approved by Siemens for this item.

2. **MANUFACTURING FACILITIES:** The vendor should have facilities for extrusion, heat treatment, machining, etc. Vendor to furnish details (including make, model and year of manufacture) and technical specifications of the manufacturing facilities available along with photographs.

9.

3. **MANUFACTURING PLAN:** Vendor to provide detailed Manufacturing Plan giving particulars of the manufacturing processes including details of heat treatment cycles.

4. **TESTING FACILITIES:**

The vendor should have facilities for carrying out the following tests and provide details (including make, model and year of manufacture) of test equipment available at their works:

- a) Chemical Composition
- b) Mechanical Testing
- c) Electrical Conductivity
- d) Dimensional measurement & Straightness Checking
- e) Surface Finish Condition & Metallographic Investigation
- f) Structure Homogeneity Testing

The testing facilities should be duly calibrated against measurement standards traceable to national or international measurement standards.

5. The vendor shall source the raw material from reputed suppliers and shall furnish details of the same to BHEL along with Mill Test Certificate.

6. If the vendor plans to outsource any activity/testing, particulars of the same along with details of the sub-vendor/laboratory to be furnished to BHEL.

7. The vendor shall be required to explicitly confirm detailed technical requirements given in the ordering specifications and drawings at the enquiry stage.

8. BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false or incorrect, the offer shall be rejected.

9. The vendor must furnish all the documents in English language only. If the documents are not in English, then they may be accompanied by English translation of the same.

QUALITY REQUIREMENTS FOR OPEN TENDER

1. **NTPC Requirement** : a) Vendor approval is required from NTPC.

For 5 No of material
code W96413604255

b) Inspection by NTPC & BHEL nominated inspection agency SGS (in case of indigenous supply) and third party inspection agency LRS/TUV/BV (in case of foreign supply) as per finally BHEL/NTPC approved quality plan.

c) Vendor to give details in NTPC sub-contractor questionnaire format for getting NTPC approval (In case of NTPC unapproved vendor)

d) Ordering shall be done only on Customer approved vendors

2. **NON-NTPC Requirement** : a) Inspection shall be done by BHEL nominated inspection agency SGS (in case of indigenous vendor) and third party inspection agency (LRS/TUV/BV) in case of foreign supplier as per finally approved quality Plan. Vendor to submit detailed quality plan (in enclosed BHEL format) for BHEL approval

For 9 No of material
code W96413604255
& 12 of material
code W96413604212

*Vendors must fulfill above quality requirements for ordering in addition to above **Minimum Qualifying Requirements.***

GENERAL INFORMATION

A	COMMON FOR BOTH INDIGENOUS & FOREIGN VENDORS/SUPPLIERS
1	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEL, BHEL-Haridwar (hereinafter referred to as BHEL or the Purchaser).
2	<p>Registered Vendors - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade under 'M' code.</p> <p>Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.</p> <p>Both Registered & Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.</p> <p>All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) [Website link for SRF for Foreign Vendors or Indigenous Vendors] and Non-Disclosure Agreement (NDA) [email for NDA format: mailto:v_singh@bhelhwr.co.in].</p>
3	<p>ORIGIN OF QUOTATION:</p> <p>The quotation should be preferably from the principal vendor. However tender specific authorized registered agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers. BHEL will not interact with agents directly and will not entertain any query/clarification from agents.</p>
4	<p>SUBMISSION OF TENDER:</p> <p>Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER: addressed as follows:-</p> <p>Due on _____ Enquiry No. _____</p> <p>To,</p> <p>THE HEAD OF MATERIAL MANAGEMENT, Heavy Electrical Equipment Plant, Bharat Heavy Electricals Limited, HARDWAR-249403, INDIA.</p> <p>In case of Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. Both envelopes indicating Part-1 or Part-2 as the case may be to be put in a bigger envelope.</p> <p>The quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the vendor, sent through any mode. The bid/offer must be ink signed in original. In case of offers through Email, offer should be sent at the email id mentioned in the NIT (ink signed offer must be submitted subsequently). Bids without ink signed will be out rightly rejected.</p> <p>The offers of the bidders who are on the hold/delisted/ banned list and also the offers of the bidders, who engage the services of the hold / delisted / banned firms, shall be rejected. The cutting/overwriting in the bid / offer must be duly attested by the signatories to the offer. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.</p>
5	<p>TENDER OPENING:</p> <p>Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating vendors are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERD UNDER ANY CIRUMSTANCES. HOWEVER, LATE OFFER RECEIVED AGAINST SINGLE TENDER MAY BE CONSIDERED. The suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.</p>
6	<p>RISK PURCHASE:</p> <p>In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, the purchaser may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. If Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.</p>
7	<p>INCIDENTAL CHARGES:</p> <p>The vendor shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid.</p>
8	<p>FORCE MAJEURE CLAUSE:</p> <p>Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. or any other circumstances beyond the control of BHEL which inter alia include cancellation, suspension of order by our customer.</p>

	<p>The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</p> <p>Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</p>
9	<p>SPECIFICATION: Please give your detailed specification in the quotation along with relevant technical literature/catalogue etc. against our tender specifications.</p>
10	<p>QUALITY REQUIREMENT: Your quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable) (V) Refer Annexure-I.</p>
11	<p>VALIDITY: The quotation should be valid for a minimum period of 120 days, effective from the date of opening of tender.</p>
12	<p>RIGHT OF ACCEPTANCE: BHARAT HEAVY ELECTRICALS LIMITED HARDWAR reserves the right to reject any or all the quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors 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.</p> <p>Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>Unsolicited discounts / revised offers given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry.</p> <p>In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.</p> <p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after tender opening</p> <p>Reverse Auction: The enquiry can be finalized through Reverse Auction. BHEL reserves the right to reject the offer in case of non-acceptance of this clause. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
12	<p>BANK GUARANTEE: All bank guarantees for Security Deposit as well as Performance Bank Guarantee of the requisite value in the denominated currency of the purchase order should be from one of the BHEL consortium banks and the bank guarantee should be in the Performa as prescribed by BHEL. The Performa of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the vendor has to get the bank guarantee confirmed from one of the BHEL consortium banks and the bank charges are to be borne by the vendor. If any vendor does not accept this condition, their offer is likely to be ignored.</p>
13	<p>EMD & TENDER FEE: Offers must be accompanied with requisite EMD and Tender Fee except in the case of MSE vendors (applicable for 'Indigenous vendors' registered under MSMED Act-2006).</p> <p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.</p>
14	<p>STATUTORY REQUIREMENTS: The Vendor should mention the PAN, Excise Registration No., TIN, Service tax Registration No. , as the case may be, on the documents and Bank Details as per BHEL e-Payment format along with the cancelled cheque ; provided to BHEL for payment purpose.</p> <p>Any document if identified as "AWAITED" against any of the items above, has to be submitted by the vendor in 4 sets along with their offer, for one-time approval by BHEL. Each document must be identified with a unique document no and its revision no.</p> <p>Where ever national/international (N/IN) standards are referred, the latest N/IN standard & are to be followed. Mention year & date of standard revision that shall be followed for the supply.</p>
15	<p>No representation about the freight amount taken by BHEL will be entertained.</p>
16	<p>The offer should be accompanied with relevant copies of catalogues, drawings or specification. If these documents are not furnished the offer is liable to be rejected.</p>
17	<p>In case you are not quoting, please send your regret letter positively for our reference with valid reasons for not participating in the Tender. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.</p>
18	<p>The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.</p>

19	Wherever the enquiry is issued to unregistered vendor, the bidder shall submit duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com . Price bids of such vendors will be opened only on techno-commercial acceptance of bid.
20	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
21	Delivery Schedule & Completion date: <ul style="list-style-type: none"> • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.
22	Transit Insurance: Except where delivery terms are agreed on CIF basis for Imports, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
23	Non-Disclosure Agreement: All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.
24	Guarantee / Warranty and Corresponding Repairs / Replacement of Goods: Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by the purchaser.
25	<u>BHEL reserves the right to short /close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</u>
B	PRICES:
Common for both Indigenous & Foreign Vendors/Suppliers	
	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
	Please confirm that prices quoted are not more than the prices quoted to any other BHEL unit.
For Indigenous Vendors/Suppliers	
	Prices should be quoted on F.O.R. Destination basis. Quotations on other than FOR destination basis are liable to be rejected.
	Except delivery on FOR destination basis, Transit Insurance shall be taken care of by BHEL.
	In case of Indigenous Items covered by DGS&D Rate Contract, the vendors should submit latest valid copy of the rate contract along with quotation.
	Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the quotation.
	Vendors can despatch goods through any BHEL/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.bhelhr.co.in . If material is despatched through other than BHEL approved transporter, material to be delivered on door delivery BHEL Stores basis.
	The bid will be evaluated on the basis of delivered cost (i.e. Total Cost) to BHEL. If any bidder still quotes on other than FOR destination basis then his offer will be loaded for freight, packing and forwarding charges etc. No representation about the freight amount taken by BHEL will be entertained. Further non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.
	In case of despatch of material through any unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the vendor account.
For Foreign Vendors/Suppliers	
	Vendors to quote their prices on FOB dispatching port in Euro/USD/JPY only. However vendor may opt to quote their rates with both the options (a) C&F Landing Port & (b) FOB dispatching port. In case of FOB dispatching port, BHEL will add sea freight, insurance and administrative charges for comparison purpose. BHEL reserves the

	right to accept/reject the offers of the vendors not quoting FOB prices. The bids will be evaluated on the basis of delivered cost i.e. Total Cost to BHEL.
	<p>Basis of evaluation for quotation in foreign currency: Currency exchange rate for evaluation of the quotation received in foreign currency will be as follows: A. Single part bid – Date of tender opening. B. Two / Three part bid – date of part 1 opening. C. Reverse auction – Date of part-1 opening. For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (Part 1 bid in case of two part bid), shall be considered.</p>
	<p>Evaluation of Indian Agents Commission: BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement.</p>
	The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.
	The vendor must indicate the Name of Port of Loading in their offer.
	<p>While submitting your bids please clearly indicate:</p> <p>(a) Expected Weight of goods (lots wise). (b) The size of packed goods. (c) Whether the goods can be dispatched in containers?</p>
C	PAYMENT TERMS:
	Common for both Indigenous & Foreign Vendors/Suppliers
	BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store.
	BHEL reserves the right to accept or reject the offer of the vendor who quotes the payment term other than BHEL's standard payment term.
	In case BHEL accepts any deviation from above payment term then loading will be done to evaluate the L-1 status of the vendor as under for payments to be done through Bank.
	<ul style="list-style-type: none"> • Loading for period of relaxation: Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of 2 months for foreign vendors and 1 month for indigenous vendor (if applicable). • Documentation charges as Rs 1500 shall be loaded for foreign vendors and bank charges @0.8% subject to maximum of Rs 6000 shall be loaded for Indigenous vendors. • LC opening charges, if applicable, shall be loaded @0.02% per quarter.
	Please note that BHEL does not open confirmed LC, even if vendor bears all the LC related bank charges.
D	DELIVERY TERMS
	<p>Indigenous Purchase: Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.</p>
	<p>Foreign Purchase:</p> <ol style="list-style-type: none"> 1. Goods shall be dispatched by sea, unless stated otherwise in the enquiry or purchase order. 2. Unless CIF / CFR deliveries are called for in the enquiry, the goods shall be delivered on FOB basis to the named Gateway Sea Port or FCA basis to the named Airport, if air freight is called for. 3. Goods shall be handled for ocean freight / air freight by BHEL's freight forwarder only, under FOB contracts and OBL / HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation. 4. In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. 5. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.
E	LATE DELIVERY PENALTY CLAUSE
	Common for both Indigenous & Foreign Vendors/Suppliers

Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on basis of the items specified in the enquiry i.e. individual items, set wise, total items together. BHEL will levy a penalty for unexecuted portion /set value / PO value (as may be applicable) @0.5% per week or part thereof subject to maximum of 10% of the unexecuted portion /set value / PO value (as may be applicable). Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. **Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.**

For Indigenous Vendors/Suppliers Only

In case of payment through bank, and as per the delivery terms mentioned in the Purchase Order, Terms being, “**FOR destination/ FOR Haridwar/ FOR Transporter Godown**”, date of delivery date for the LD/ penalty purpose will be considered as : GR Date + 10 days

For Foreign Vendors/Suppliers Only

In case of delivery terms being “**C&F / CIF**” delivery date for penalty purpose will be - Bill of Lading Date
 In case of delivery terms being “**CPT**” delivery date for penalty purpose will be - Date of Air way bill
 In case of delivery terms being “**FOR destination / FOR Haridwar / FOR Transporters Godown**” delivery date for penalty purpose will be considered as follows:
 ❖ In Case of Despatch by Sea: BL date
 ❖ In Case of Despatch by Air: AWB date

F INSURANCE DECLARATION:

Vendor will submit details of dispatches in the following format at email ID hwfaxfp@bhelhwr.co.in.

For imported supplies:

1	2	3	4	5	6	7	8	9	10	11	12
Bill of Lading/ Air way BillNo.	Date of Bill of Lading/ Air way Bill no.	Vessel Name	Voyage Start from	Voyage destination to	Material Description	Purchase Order Number	CURRENCY OF PURCHASE ORDER	PO DELIVERY Terms (FOB/CIF)	INVOICE NUMBER	INVOICE DATE	INVOICE VALUE

For indigenous supplies:

1	2	3	4	5	6	7	8	9	10	11	12
GR/LR No.	Date of GR/LR No.	Transporter Name	Start from	- destination to	Material Description	Purchase Order Number	CURRENCY OF PURCHASE ORDER	PO DELIVERY Terms	INVOICE NUMBER	INVOICE DATE	INVOICE VALUE

G SETTLEMENT OF DISPUTES:

For Indigenous Vendors/Suppliers Only

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 Hardwar. 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. All question, disputes or differences arising under, Out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Hardwar Courts.

For Foreign Vendors/Suppliers Only

In case of event of any dispute or difference arising between parties regarding order execution of the same or their respective rights and liabilities there under, the same shall except otherwise expressly provided therein, be referred to the arbitration of two arbitrators, one to be appointed by each party, or in the case of the said arbitrators not agreeing them an umpire to be appointed by the two arbitrators in writing before entering of that reference and provisions of the Arbitration and Conciliation Act 1996 or any statutory notification, or reenactment therefore and rules framed there under from time to time shall apply to such arbitrations. If two arbitrators do not agree on the appointment of umpire, it (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 sail umpire shall be binding both on seller and purchaser. The venue of the arbitration shall invariably be New Delhi (India).

H TAXES & DUTIES:

For Indigenous Vendors/Suppliers Only

	<ul style="list-style-type: none"> Your Sales Tax Registration Number should be clearly mentioned on your quotation. In case you are not registered with Sales Tax Authorities, the same should be indicated with reasons thereof. The Seller shall clearly indicate extent of taxes as applicable in his technical bid. In the event of vendor failing to furnish valid CENVAT invoices, amount corresponding to CENVAT will be disallowed by BHEL while making payments. E1/E2 forms are to be submitted by vendor for direct dispatches to Customers. The forms are to be submitted within 30 days of receipt of photocopy/scan copy of C-form. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon. <i>Payment of VAT will be considered on submission of proof of payment of VAT along with periodic Tax returns with acknowledgement mentioning BHEL's purchases.</i>
<p>For Foreign Vendors/Suppliers Only</p>	
	<p>Where ever the material being offered is imported & the prices quoted are inclusive or exclusive of CVD, the rate & value of CVD and any other taxes and duties as applicable for each item must be indicated. The offer is liable to be ignored in absence of this information. Moreover the Applicable Indian Taxes (like Service Tax & TDS etc) on Service Portion of Order Value shall be borne by the Vendor. If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of the Act.</p>
<p>I MISCELLANEOUS TERMS & CONDITIONS:</p>	
<p>For Indigenous Vendors/Suppliers Only</p>	
	<p>For Micro & Small Enterprises (MSE's): Clearly state your status regarding Micro, Small and Medium Enterprises as per the Micro, Small and Medium Enterprises Development Act-2006 by producing relevant certificate. In case of an MSE vendor (Including SC/ST vendors) in this tender, the procurement will be as per GOI's laid down procedure. A certificate based on the previous year's audited accounts is to be enclosed from the Chartered Accountant (CA) with the offer, verifying present MSE Status; else MSE benefit will not be extended.</p>
<p>For Foreign Vendors/Suppliers Only</p>	
	<p>As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p>
	<p>Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.</p>
	<p>Specifically confirm your agreement to air freight the material at your cost.</p>
	<p>If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.</p>
<p>I TERMS AND CONDITIONS OF REVERSE AUCTIONING</p>	
	<p>Against this enquiry for the subject item /system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.</p> <ol style="list-style-type: none"> For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction. Reverse auction will be conducted on scheduled date & time. At the end of Reverse Auction event, the lowest bidder value will be known on the network. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender

	<p>process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</p> <ol style="list-style-type: none">11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
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IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

M K SARDANA
AGM (PPX-EM)

Annexure-C

DETAILS OF COMPOSITION OF PART-I (PQR, EMD, Tender Fee & Technical Bid) & PART-II (PRICE BID)

Part-I – (Pre/Minimum Qualification requirement, EMD, Tender Fee, NDA & Technical Bid) (to be submitted in separate envelope)

1. Confirmation to Pre/Minimum Qualification Requirement as per 'Annexure-A' along with supporting documents (for unregistered vendors in material category).
2. Tender Fee & EMD (or valid NSIC Certificate for exemption of EMD only). **Please note that only those bids will be eligible for further tendering process which have been submitted with requisite EMD & tender fee.**
3. NDA – Non-disclosure Agreement is required to be signed & stamped on every page after filling relevant details. Only after acceptance of NDA, relevant drawings will be furnished. **However, relevant specifications & drawings of the tendered items could be made available prior to due date against copy of NDA & proof of draft of the tender fee in favor of BHEL, Haridwar.**

(Technical Bid) (to be submitted in separate envelope)

4. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I by un-registered vendor only who are not registered with BHEL, Haridwar for tendered items in respective material category.
5. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and delivery schedule.
6. Validity of offer to be indicated.
7. **Annexure-D** Compliance sheet for technical/commercial terms and conditions.
8. Part-I – Techno-commercial bid must also contain replica of Price Bid (without Prices).
9. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**

PART –III (Price Bid) (to be submitted in separate envelope)

1. **Price bid (Part-II) shall be opened at a later date of only those vendors who qualify Part-I bid.**
2. Price bid with prices to be submitted as Part-II of the tender.
3. Prices should remain firm till the execution of the order.
4. In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer may not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis.
5. Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
6. Third party inspection charges to be quoted inclusive.
- a) **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**

MARKING OF ENVELOPE:

- **Each envelope below is also to be super-scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO.-----DUE ON ---**
- **Drafts for Tender Fee & EMD** to be kept in one envelop marked **Envelope –A**. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- PQR & NDA in Part-I to be kept in another **Envelope-B** & to be marked as “Pre-Qualification Requirement (PQR)”.
- Techno-commercial bid/Unpriced bid along with Annexure-IV to be kept in **Envelope-C** and to be marked as “(Techno-Commercial Bid)”.
- **Envelope –A, B & Envelope-C** are to be kept in one envelope and to be marked as “PART-I (PQR, EMD & TENDER FEE)”
- Price Bid i.e. Part-II to be kept in another **Envelope-D** & to be marked as “PART-II (Price Bid)”.
- **All Envelopes to be kept in one big envelope and to be marked (super-scribed) as “TENDER FOR (ITEM NAME) AGAINST TENDER NO. -----DUE ON --- (only Part-I will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend).**
- **Envelops not marked as above are liable to be ignored and will not be opened.**
- **Refer check list below for Bid composition.**

CHECK LIST FOR BID SUBMISSION					
ONE ENVELOPE MARKED AS “TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON ---“	PART-I ENVELOPE ‘A’ ENVELOPE ‘B’ ENVELOPE ‘C’	ENVELOPE ‘A’ Super scribed as “EMD & TENDER FEE”	EMD & TENDER FEE	Yes	No
		ENVELOPE ‘B’ Super scribed as “PQR”	PQR & NDA		
		ENVELOPE ‘C’ Super scribed as “TECHNICAL BID”	TECHNICAL BID	Yes	No
	SUPPLIER REGISTRATION FORM (SRF)		Yes	No	
	ANNEXURE-D	Yes	No		
PART-II ENVELOPE ‘D’	Super scribed as “PRICE BID”	PRICE BID	Yes	No	

ANNEXURE-D**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS**

BHEL Standard Terms	Vendor's Acceptance
<p>1. Two-Part Tender:- Please confirm to submit your bid in two parts and each bids consists of following</p> <p>I) Part-I : - PQR , EMD, Tender Fee, NDA, Technical + Unpriced Bid & other documents asked in Annexure-C</p> <p>II) Part-II : - Price Bid</p>	
<p>2. Payment terms: (Common for both Indigenous & Foreign Vendors/Suppliers)</p> <p>BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store.</p> <p>BHEL reserves the right to accept or reject the offer of the vendor who quotes the payment term other than BHEL's standard payment term.</p>	
<p>In case BHEL accepts any deviation from above payment term then loading will be done to evaluate the L-1 status of the vendor as under for payments to be done through Bank.</p> <p>I) Loading for period of relaxation: Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%', shall be considered for loading for the period of 2 months for foreign vendors and 1 month for indigenous vendor (if applicable).</p> <p>II) Documentation charges as Rs 1500 shall be loaded for foreign vendors and bank charges @0.8% subject to maximum of Rs 6000 shall be loaded for Indigenous vendors.</p> <p>III) LC opening charges, if applicable, shall be loaded @0.02% per quarter.</p>	
<p>3. Currency of payment:</p>	
<p>4. Exchange rate : (Foreign Purchase)</p> <p>For evaluation of foreign bids, the exchange rates (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered.</p> <p>If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p>	
<p>5. TAXES & DUTIES: (Indigenous Purchase) Rate of Excise & Sales Tax must be indicated in your offer even if it is inclusive.</p>	
<p>i. Rate of Excise Duty</p>	
<p>ii. Rate of CST / VAT</p>	
<p>iii. Rate of CVD</p>	
<p>iv. Any Other Duty:</p>	
<p>All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p>6. Packing Charges (if any)</p>	
<p>7. Forwarding Charges (if any)</p>	

<p>8. Agency Commission: (Foreign Purchase)</p> <p>Please confirm if there any Indian agency commission to be paid directly by BHEL. If yes please mention percentage value.</p> <p>Indian Agents commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date (as stated above) which shall not be subjected to any further exchange rate variation.</p>	
<p>9. Delivery basis :</p> <p>Indigenous Purchase: Goods shall be delivered on 'FOR Haridwar' basis.</p> <p>If any bidder still quotes on other than FOR BHEL Haridwar basis, then its offer will be loaded by maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry / freight rate available at BHEL.</p> <p>Non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.</p>	
<p>Foreign Purchase:</p> <p>(A) SEA CONSIGNMENTS :</p> <p>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.</p> <ul style="list-style-type: none"> The import order will normally be placed on FOB / FAS basis as per Govt. guidelines. BHEL will add Freight, Insurance & Administrative charges for comparative statement. <p>In exceptional cases, the orders can be placed on C&F basis after approval from Ministry of Shipping (Transchart).</p> <p>(B) AIR CONSIGNMENTS :</p> <p>Please quote your rates preferably with either of the options Ex works (b) FCA seller premises (c) FCA dispatching Airport (d) CPT Landing Airport. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>10. Delivery Period for Supply: (Indigenous Purchase) Please quote your shortest time period required for supply of material.</p>	
<p>(Foreign Purchase)</p> <p>Earliest Time period required by bidder for supply of material shall be quoted.</p> <p>Weeks/ Months from the order date on FOB basis =</p> <p>Weeks/ Months from the order date on C&F basis =</p> <p>This delivery period shall be linked with BL/AWB date.</p> <ul style="list-style-type: none"> Supply period indicated by bidder should include reasonable time required for manufacturing and FOB/FCA delivery (for shipment and getting BL/AWB, material must be handed over minimum 3 weeks before schedule delivery). Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. 	

<p>11. Late delivery penalty Clause: (Common for both Indigenous & Foreign Vendors/Suppliers)</p> <p>Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. BHEL will levy a penalty @0.5% per week or part thereof subject to maximum of 10% of the PO value. Acceptance of this condition must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties. Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.</p> <p>LD shall be applicable on grace period also.</p>	
<p>(Indigenous Purchase)</p> <p>a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- Date of GR/LR c. Delivery FOR BHEL Hardwar/Hardwar:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + 10 days (if documents are through bank)</p>	
<p>(Foreign Purchase)</p> <ul style="list-style-type: none"> In case of delivery terms being "C&F / CIF" delivery date for penalty purpose will be - Bill of Lading Date In case of delivery terms being "CPT" delivery date for penalty purpose will be - Date of Air way bill/Bill of lading 	
<p>12. Authorization for pre-inspection: BHEL is authorized to get pre inspect the material at vendor's works by third party. The material will be dispatched only after getting clearance from BHEL on the pre-dispatch inspection report. The pre-dispatch inspection is required from either of LRS/TUV/BV inspection agency.</p> <ul style="list-style-type: none"> The offered prices shall be inclusive of inspection charges and offered delivery period must take account inspection time if pre dispatch- inspection is specifically asked in tender enquiry. 	
<p>13. Import Supply: (Foreign Purchase)</p> <p>a) As per the Indian Law, all consignments being imported into India by air/sea require a <u>phytosanitary certificate</u> from the country of origin-if articles have been packed with packaging materials. This is mandatory. Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p> <p>b) <u>Country or origin certificate:</u> Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.</p>	
<p>14. Offer Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p>15. ORDER ACCEPTANCE:</p> <p>Order acceptance (ink-signed) must be submitted within 20 days from the date of PO otherwise it shall be assumed that PO is acceptable to vendor.</p>	
<p>16. Evaluation Criteria: Evaluation of bidders shall be done <i>Material code wise/ itemwise</i> on 'landed cost to BHEL' basis.</p> <ul style="list-style-type: none"> BHEL reserves the right to reject offers in case of deviation from above. Changes in evaluation criteria, if any, shall be informed before price bid opening. 	

17. Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
18. Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
19. Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	
20. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.	
21. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents. (if applicable)	
22. Quality Requirements: Please confirm quality requirements given in ANNEXURE-A.	
23. EMD & Tender Fee: BHEL reserves the right to reject the offers of those bidders who have not submitted requisite EMD & tender fee in Part-I. Please confirm submission of the same.	
24. Customer approval: Customer approval of vendors may be required for this case. Hence, the offer of only those vendors shall be considered for this case who are approved by our customer (refer quality requirements in Annexure-A).	
25. Metal Rate & Exchange rate : <ul style="list-style-type: none">• For evaluation of foreign bids, metal prices from LME/LBM and the exchange rates (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered.• If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.• Indian agent commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date (as stated above) which shall not be subjected to any further exchange rate variation.	
26. Participation through Reverse Auction: Please confirm to participate in Reverse Auction on C&F basis as per Terms & Conditions in Annexure-B (SI No. J).	
Note: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry and offer of bidder. Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno- commercial offer. No deviation in commercial terms is acceptable. Offers with deviated commercial terms are liable to be rejected. Signature with stamp Name: Designation: Name of Firm: Date:	

Annexure-E

Item Details and Delivery Schedule

Tender No	Item Description	Qty (nos.)	Delivery Schedule
NIT/296/E/E211/2015/3058/H1	W96413504255; Field Lead Core Bar; Drg. No 41360301158 Rev-01; Spec: TG60640 Rev-00	7	10/04/2016
	W96413504255; Field Lead Core Bar; Drg. No 41360301158 Rev-01; Spec: TG60640 Rev-00	7	10/06/2016
	W96413504212; Field Lead Core Bar; Drg. No 41360301156 Rev-01; Spec: TG60640 Rev-00	6	10/04/2016
	W96413504212; Field Lead Core Bar; Drg. No 41360301156 Rev-01; Spec: TG60640 Rev-00	6	10/06/2016

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

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 1;

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 Indian laws. 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 Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
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: _____ **(Name of the PPX Incharge)**

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:

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Tel.

Fax

Address.

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 1**;

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 Authorized 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: _____ **(Name of the PPX-EM Incharge)**

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 :

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

For Bharat Heavy Electricals Ltd.

(Name of Person)

Tel.

Tel.

Fax

Fax

Address.

Address.

Tel.

Tel.

Fax

Fax

Address.

Address.

	Annexure-III GUIDELINES TO FOREIGN SUPPLIERS FOR FILLING UP SUPPLIER REGISTRATION FORM	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

1. Prospective Suppliers may also visit our web site 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.
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.

	Annexure-III CHECK-LIST FOR FOREIGN SUPPLIERS REGISTRATION FORM	Document No.	AA:MM:SR:01
		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- III

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

Page 1 of 2

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

SUPPLIER REGISTRATION FORM	
1.0 GENERAL INFORMATION :	
1.1 NAME OF SUPPLIER : (TO BE REGISTERED)	
1.2 SUPPLIER ADDRESS : (TO BE REGISTERED)	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
WEB SITE :	
1.3 DETAILS OF FACTORY / WORKS :	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
1.4 DETAILS OF MARKETING REPRESENTATIVE (OUTSIDE INDIA , IF ANY)	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
1.5 DETAILS OF INDIAN REPRESENTATIVE, IF ANY : (Attach authorisation letter)	
NAME :	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
1.6 CHIEF EXECUTIVE :	
1.7 YEAR OF ESTABLISHMENT :	
SUPPLIER'S AUTHORIZED SIGNATORY	
BHEL CERTIFIED ASSESSOR	

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

- 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 MANAGEMENT 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 IF REGISTERED IN ANY OTHER UNIT OF BHEL, PLEASE SPECIFY:**6.0 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.**

NAME:
STAFF NO.:
DESIGNATION:
UNIT & DEPARTMENT:
RELATIONSHIP:

7.0 ANY OTHER INFORMATION:**8.0 LIST OF ENCLOSURES :**

(BROCHURES, CATALOGUES, TECHNICAL LITERATURE ETC.)

E – Mail


TELEPHONE : (Landline):
 Mobile :

DATE :

Signature & Seal
 AUTHORISED SIGNATORY
 NAME :

DESIGNATION :

BHEL CERTIFIED ASSESSOR

	Annexure-II GUIDELINES TO INDIAN SUPPLIERS FOR FILLING-UP SUPPLIER REGISTRATION FORM	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

- Prospective Suppliers may also visit our web site 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.
- 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.

	Annexure-II Check List for Indian Supplier Registration Form	Document No.	AA:MM:SR:01
		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-II

Page 1 of 17

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			
NAME AND CORRESPONDENCE ADDRESS OF THE SUPPLIER SEEKING REGISTRATION :-			
1.0 PRODUCTS / SYSTEMS / SERVICES FOR WHICH REGISTRATION IS APPLIED FOR :			
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-II

Page 2 of 17

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**

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

ANNEXURE-II

Page 3 of 17

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 :

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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 /
SERVICE AFTER SALES : | | | | |
| OTHERS : | | | | |
| TOTAL : | | | | |
| * 5.1 POWER BACKUP : YES/ NO
(GIVE DETAILS) | | | | |
| * 5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY : YES/ NO | | | | |

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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 :
STAFE NO. :
DESIGNATION :
Unit & DEPARTMENT :
RELATIONSHIP :

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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 :

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

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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:**

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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 CALIBERATION

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

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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				
	$\frac{\text{Long term Debt (9.2)}}{\text{Net worth (9.1)}}$				
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				
3	* QUICK RATIO				
	$\frac{\text{CA - INVENT. } \{9.5(1)-9.5(1)c\}}{\text{Current liability } \{9.5 (2)\}}$				
* 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
<p>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.</p> <p>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.</p>					
SUPPLIER'S AUTHORISED SIGNATORY			BHEL CERTIFIED ASSESSOR		

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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:-
- PERMANENT ACCOUNT NO : YES / NO
 - CENTRAL SALES TAX REGN NUMBER : YES / NO
 - STATE SALES TAX / TIN NUMBER : YES / NO
 - EXCISE DUTY REGN NUMBER : YES / NO
 - EXCISE CONTROL CODE NUMBER : YES / NO
 - SERVICE TAX REGN NUMBER : YES / NO
 - REGN NUMBER OF CATEGORY AS PER MSMED ACT : YES / NO
- (iii) ORGANISATION CHART : YES / NO
- (iv) If registered with any other BHEL Unit,
- LETTER OF REGISTRATION WITH BHEL UNIT : YES / NO
 - 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
- ISO: 9001 : YES / NO
 - TOC of Quality System Manual : YES / NO
 - ISO : 14000 : YES / NO
 - 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

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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				

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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

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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

TECHNICAL COMPETENCE (where design specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL
1. Supplier understands the product specification.	(0-3)	(0-8)		
2. Supplier understands the inspection requirements.	(0-2)	(0-5)		
3. Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)	(0-8)		
4. Supplier has experienced manpower to carry out the job.	(0-2)	(0-4)		
TOTAL MARKS OUT OF POSSIBLE	10	25		

OR

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			SUPPLIER RESPONSE (ALONG WITH SUPPORTING	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING	MARKS BY BHEL
1. Design capability	(0-3)	(0-8)						
2. Adequacy of quality assurance plan	(0-2)	(0-5)						
3. Process capability for components	(0-3)	(0-8)						
4. Adequate of testing	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE Average of Total (Total/3) = -----	10	25						

(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.

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Part D : SCORE SHEET

1. ORGANISATIONAL SOUNDNESS (for Manufacturers):

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all relevant information 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	
	TOTAL		25	

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 relevant information like ownership, PAN no., sales tax no., etc. submitted (clause 6.0 of chapter V to be referred in this regard)	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	

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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	
TOTAL			25	

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	

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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	
TOTAL			25	

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Part D : SCORE SHEET

4. TECHNICAL COMPETENCE

	Maximum Marks (1)	Marks obtained (2)
A. Common Technical Competence		

And/ or

B. Product Specific 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)
	Sub-Total		15	

TOTAL (A+B): 25 ()

SUMMARY:

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

BHEL CERTIFIED ASSESSOR
