



**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334-28-1457**

Tender No: NIT/X/6620/2014/0968/C/1

Due Date: 21.03.2015

Sub: BHEL-HEEP/OPEN-TENDER (SHELL)

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 70,000 MW in Five Year Plan (2007-2012) and 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-III), are invited from manufacturers (registered as well as unregistered) for the supply of the following item.

Tender No	Item Description	Qty (Nos)
<u>NIT/X/6620/2014/0968/C/1</u>	1. 1107625623300 SHELL Thickness ; Size: 40X1152X2332 (TKxWxL)	4
	2. 2107625613400 SHELL Thickness ; Size: 40X1152X2332 (TKxWxL)	4

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 fulfil the Minimum Qualifying Requirements & Quality Requirements (as per Annexure-I) will be considered for further technical evaluation.**

This notification shall be published in Indian News paper. **The last date for taking tender documents shall be 20.03.2015 & opening of each tender shall be 21.03.2015.** Tenders will be received up to 1.45 PM on **21.03.2015** 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 21.03.2015) 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 against each tender along with the requisite EMD Rs NIL/- in the form of bank draft while submitting the tender documents as detailed in **"ESSENTIAL INSTRUCTIONS" (ANNEXURE-II)**, after down loading from either of these web sites.

- All Govt. of India / Central & State PSUs / State Govt. entities / Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc) are exempted from submission of EMD. Further, Micro and Small Enterprises registered with NSIC are also exempted from submission of tender fee.
- Before giving exemption under MSMED Act, the status of MSMED Suppliers shall be examined to ascertain whether they continue to be in the category of MSMED suppliers or not as per the act and obtain Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per Act.
- **The tenders shall be submitted in two parts**
 - **Part I – EMD, Tender Fee, Vendor Registration Form (SRF), Pre-qualification requirement (PQR), NDA & Techno -Commercial Bid along with Annexure-IV**

- **Part II – Price Bid**

as described above on or before the due date.

- **Part-I (ENVELOPE CONTAINING ENVELOPS A, B & C) will be opened on the date and time specified in the tender notice in the presence of those tenderers who wish to attend. (Refer Annexure-III for bid composition and marking of envelope, bids not in line with this will not be considered)**
- **Part-II (ENVELOPE D) along with supplementary price bids, if necessary, will be opened at a later date, of only those bidders whose techno-commercial bid (Part-I) has been found acceptable, in the presence of respective tenderers who wish to attend.**

Note: Rate in the price bid is to be quoted with BHEL material in Rs per Kg basis.

- **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 sachin@bhelhwr.co.in or satish-k@bhelhwr.co.in or pkbansal@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-V (Details of Items)**

PRICE BIDS SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE (ENVELOPE 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 “ESSENTIAL INSTRUCTIONS” (ANNEXURE-II). QUOTATIONS NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

REFERENCES

PRE-QUALIFYING REQUIREMENT	ANNEXURE-I	PAGE – (3)
ESSENTIAL INSTRUCTIONS	ANNEXURE-II	PAGE – (4-5)
COMPOSITION OF BIDS & MARKING OF ENVELOPE	ANNEXURE-III	PAGE – (6-7)
TECHNO-COMMERCIAL T & C	ANNEXURE-IV	PAGE – (8-13)
DELIVERY REQUIREMENT	ANNEXURE-V	PAGE – (14)
QUALITY PLAN (format)		PAGE – (15)
VENDOR REGISTRATION FORM for INDIAN SUPPLIER (SRF)	ANNEXURE-VI	PAGE – (16-34)
NON-DISCLOSURE AGREEMENT (NDA)	ANNEXURE-VIII	PAGE – (35-43)

Annexure-I

**PRE/MINIMUM QUALIFICATION REQUIREMENT
FOR OPEN TENDER**

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for tendered items in respective material grade.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for tendered items in respective material grade.

Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.

**PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR
SHELL**

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

1. Only those vendor shall participate who have experience in carrying out similar 3 dimensional bending on 40mm or above thickness plate of mild steel.
2. The vendor should have the availability of furnace of temperature 550deg C (minimum) for hot bending.
3. The vendor should have the availability of hydraulic press not less than 800T for hot bending.
4. The vendor should carry out the bending using suitable profiled die and punch on the hydraulic press. A mock up piece confirming dimensions of these bending jobs to be bent using die and punch and should be physically verified by BHEL before carrying out further bending.

QUALITY REQUIREMENTS for SHELL

1. Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
2. Quality plan no. QP/QA/141271 rev00 dated 11.02.2015 is attached, which is to be followed.

*Vendors must fill up Annexure-IV in addition to above **Minimum Qualifying Requirements**.*

Annexure-II

ESSENTIAL INSTRUCTIONS

1. Registered Vendors are those who are registered with BHEL, Haridwar for tendered items in respective **material category**. Un-registered Vendors are those who are not registered with BHEL, Haridwar for tendered items in respective material category.
2. **Only those bids will be eligible for further tendering process which have submitted requisite EMD & tender fee in Part-I.**
3. 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) (ANNEXURE – VIII). **Vendor(s) shall not be considered for ordering if not approved by BHEL.**
4. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer(s).
5. **The tenders shall be submitted in two parts**
 - a. **Part I – EMD, Tender Fee, Vendor Registration Form (SRF), Pre-qualification requirement (PQR), NDA & Techno-Commercial Bid along with Annexure-IV**
 - b. **Part II – Price Bid**

as described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors, not registered with BHEL, Haridwar for tendered items in respective material category.
6. The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In case the quotation is submitted through agent, the quotation must accompany **original authorization letter**.
7. Any corrections/amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
8. **Part-I (ENVELOPE CONTAINING ENVELOPS A, B & C) containing Vendor Registration Form (SRF), EMD, Tender fee & Pre-qualification requirement (PQR), NDA & Techno -Commercial Bid along with Annexure-IV will be opened on the date and time specified in the tender notice in the presence of those tenderers who wish to attend.**
9. **Part-II – Price bid (ENVELOPE 'D') along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid (Part-I) has been found acceptable in the presence of respective tenderers who wish to attend.**
10. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement. Any offers beyond this period may be rejected.
11. SBI TT Selling exchange rate on the date of opening of Part-I (Techno-commercial Bid) will be applicable for evaluation purpose.
12. **Depending upon the delivery suitability or our customer specific requirement, BHEL reserves the right to split order on more than one vendor and order customer specific requirement on their approved vendors.**
13. **Evaluation of Bid:** - The bid shall be evaluated
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
14. **Custom duties will be levied on prices of foreign vendors and landed cost will be calculated including the same, according to quantities required against various projects.**
15. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
16. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.

17. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
18. BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bids shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-IV. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given below in Annexure-III.
19. Total weight -- /Gross / Net in Kg & also package size essentially should be indicated if not exact then approximate.
20. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**
21. **SETTLEMENT OF DISPUTES**
 - a. **Indigenous Vendors**: In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
 - b. **Foreign Vendors**: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably be at New Delhi.
22. **JURISDICTION**
 - a. All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.
23. **OVER RIDING CLAUSE**
 - a. All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.
24. **FINALITY OF MANAGEMENT DECISION**
 - a. At all places in the preceding clauses BHEL Management’s decision shall be final.

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.

Annexure-III

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL) & PART-II (PRICE BID)

Part-I – (EMD, Tender Fee, PQR, Vendor Registration Form (SRF), NDA & TECHNO-COMMERCIAL BID)

(SRF-Foreign Suppliers or SRF-Indian Suppliers)

- a) Confirmation to Pre/Minimum Qualification Requirement & QUALITY REQUIREMENT as per Annexure-I along with supporting documents (for unregistered vendors in material category) (as defined in Annexure – I)
 - b) 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 in Part-I.**
 - c) 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 (Annexure-VI for Indian suppliers and Annexure-VII for Foreign supplier).
 - d) NDA – Non-disclosure Agreement is required to be signed on every page after filling relevant details. Only after acceptance of NDA, relevant drawings will be furnished (Annexure-VII). **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.**
 - e) Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and Lloyd’s inspection charges separately and delivery schedule.
 - f) Validity of offer to be indicated.
 - g) **Annexure-IV** Compliance sheet for technical/commercial terms and conditions for two-part tender.
 - h) Part-I – Techno-commercial bid (Envelope C) must also contain replica of Price Bid (without Prices).
 - i) **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
 - j) Details of activity outsourced.
- **MOA (Mode of assessment) – Custom duties will be levied on prices of foreign vendors and landed cost will be calculated including the same, according to quantities required against various projects.**
 - LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, your prices **shall be loaded** to the extent LD penalty not accepted by you.
 - Payment term shall be “100% payment against dispatch documents, through irrevocable LC or Cash against Documents (for foreign vendors) with bank charges as either side and after receipt and acceptance of material (for indigenous vendors)”. **BHEL as a rule do not agree to release advance payment.**
 - **Difference, if any, in cost in payment terms with respect to BHEL Payment terms (“100% payment against dispatch documents, through irrevocable LC (for foreign vendors) and after receipt and acceptance (for indigenous vendors)” shall be loaded in prices of vendor.**
 - a) Irrevocable LC is opened for one quarter (3 months) & is established 45 days prior to delivery schedule. The charges of establishing the LC are on either side i.e. charges in India to be borne by BHEL and charges outside of India to be borne by vendor. If any vendor insists for LC for more than one quarter, vendor has to essentially bear all charges (Within & outside India) for the period exceeding one quarter.
 - b) **BHEL does not open confirmed LC even if vendor agrees to bear the confirmation charges.**

Formats references for Part-I composition:

PRE-QUALIFYING REQUIREMENT	ANNEXURE-I	PAGE – (3)
QUALITY PLAN (format)		PAGE – (13)
VENDOR REGISTRATION FORM for INDIAN SUPPLIER (SRF)	ANNEXURE-VI	PAGE – (14-32)
NON-DISCLOSURE AGREEMENT (NDA)	ANNEXURE-VIII	PAGE – (33-41)

PART –II (Price Bid) (to be submitted with Part-I in separate envelope)

- a) Price bid with prices to be submitted as part-II of the tender.
- b) Prices should remain firm till the execution of the order.
- c) 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 shall not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS- HEEP-BHEL basis.
- d) Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- e) **Third party inspection charges to be quoted separately.**
- f) **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 envelopes 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.
- Techno-Commercial bid in Part-I to be kept in another **Envelope-B** & to be marked as “Techno-Commercial Offer”. Annexure-IV is to be duly filled & signed and to be kept in Envelope-B.
- Vendor Registration Form (SRF), NDA & PQR in Part –I to be kept in another **Envelope–C** & to be marked as “Vendor Registration Form”.
- Price Bid – Part-II to be kept in another **Envelope-D** & to be marked as “Price Bid”.
- **Envelope A, Envelope-B and Envelope C are to be kept in one envelope super scribed as above (this 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.**

TERMS AND CONDITIONS OF REVERSE AUCTIONING

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.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. 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.
6. 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.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. 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.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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.

KINDLY READ "INSTRUCTIONS TO BIDDERS" THOROUGHLY. QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Satish Kumar
DGM (AIX-F)

Annexure-IV

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS

BHEL Standard Terms	Vendor's Acceptance
1.Scope of Work : a) Cutting /Bending of Segment to be done by vendor. b) Items to be supplied in loose segment with sufficient cutting allowance (50MM all around). c) Each Shell consists of 4nos segment.	
2. Payment terms: a) Payment term should be <u>100% after receipt , acceptance of material and final accountal of material i.e after FTS.</u> - Please note that in case of any deviation in the payment term, BHEL shall evaluate your offer after loading on account of deviation in payment term and loading factor shall be decided by BHEL. - <i>Any new loading factor/s arising out of techno-commercials/ discussions stage, shall be intimated to all eligible tenderers before opening of the price bid.</i>	
3.TAXES : TAXES & DUTIES: Rate of Excise & Sales Tax must be indicated in your offer even if it is inclusive.	
i. Rate of Excise Duty	
ii. Rate of CST / VAT	
iii. Rate of CVD	
iv. Any Other Duty:	
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.	
4. Packing Charges (If any):	
5. Forwarding Charges (If any):	
6. Delivery basis: On "FOR BHEL Haridwar" Basis. 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. • Non-availability of BHEL approved transporter will not be accepted for rescheduling the delivery or waiver of penalties.	

<p>7. Delivery Period: Within 45days after the receipt of BHEL material. Note: Please quote your shortest time period required for supply of material.</p>	
<p>8. Dispatch of Material: Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Hardwar (details available at www.bhelhwr.co.in) may be considered for dispatch of material. However in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt & acceptance of material only and demurrage/any other charges shall be borne by supplier. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>9. Late delivery penalty Clause:LD Shall be 0.5 % of the undelivered portion per week of delay of part thereof subject to a maximum of 10% of the total order value. Acceptance of this MUST BE specifically mentioned in your quotation.Any deviation from this will be loaded accordingly i.e. BHEL may load maximum penalty under Late Delivery Clause, to the extent the same is not agreed by the vendor, for comparison purpose.LD shall be applicable on grace period also.Against purchase order schedule delivery, Date of delivery will be considered as per the following delivery terms;a. Delivery Ex-works:- Date of GR /LRb. Delivery FOR vendor works:- Date of GR/LRc. Delivery FOR BHEL Hardwar/Hardwar:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank)Where deliveries quoted by Vendors are not suiting, BHEL may also ignore the offer of the vendor.</p>	
<p>10. Two-part tender: The tender needs to be submitted in two-part (Part-I Techno-Commercial Bid and Part-II Price Bid). Both Part-I and Part-II should be individually sealed and marked properly and further enclosed in the envelope duly sealed and marked. The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer. Note: Rate in the price bid is to be quoted with BHEL material in Rs per Kg basis.</p>	
<p>11. Drawing / data approval : Any drawing / data approval required from BHEL after placement of order Shall be submitted within 15 days of ordering and BHEL will ensure to provide approval within 15 days. Any delay beyond this period will be liability of the party at which end delay occurred. Further no change is acceptable in drawing/data after finalization of the offer.</p>	
<p>12. Authorization for pre-inspection: BHEL is authorized to get pre inspect the material at vendor's works by BHEL/BHEL nominated agency. The material will be dispatched only after getting clearance from BHEL on the pre-dispatch inspection report.</p>	
<ul style="list-style-type: none">• Pre dispatch inspection (PDI) call should be given at least 15 days in advance of schedule delivery. If supplier fails to give pre- inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.	

13. Offer Validity: Validity of the offer should be minimum 90 days from tender opening date.	
14. Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.	
15. Evaluation Criteria: Evaluation of bidders shall be done Material code wise/itemwise on 'landed cost to BHEL' basis. <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.	
16. Confirm that there is no deviation with respect to BHEL Specifications/drawings. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored.	
17. Please note that 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.	
22. Quality Requirements : Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements. Quality plan no. QP/QA/141271 rev00 dated 11.02.2015 is attached, which is to be followed.	
23. Scrap: Scrap generated during the fabrication operation including pre fabrication machining is to be retained by the subcontractor and is chargeable at the BHEL evaluated scrap rate.	
24. Customer approval: Customer approval of vendors is required for the project. Offers of only those tenderers shall be considered for pricebid opening who are approved by our customer at the time of price bid opening.	

<p>25. Force Majeure Clause:</p> <p>a) 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.</p> <p>b) 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>c) 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>	
<p>26. Settlement of Disputes:</p> <ul style="list-style-type: none">• If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. <p>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p>	
<p>27. Risk Purchase:In case of delays in supplies / defective supplies or nonfulfillment 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.</p>	
<p>28. EMD & Tender Fee: Only those bids will be eligible for further tendering process which have submitted requisite EMD & tender fee in Part-I. Please confirm.</p>	

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.

Signature with stamp Name:

Designation:

Name of Firm:

Date:

Annexure-V**Item Details and Delivery Schedule**

Tender No.	Material Code	Description	Specification	Lot Qty.	Material By	Delivery
<u>NIT/X/6620/ 2014/0968/ C/1</u>	1)1107625623300	SHELL Thickness (Base Pl:40 mm – Material spec.- AA10401); Size: 40X1152X2332 (TKxWxL)	AA10401 Rev 16	4 Nos.	Material will be supplied by BHEL	Within 45days after the receipt of BHEL material.
	2) 2107625613400	SHELL Thickness (Base Pl:40 mm – Material spec.- AA10401); Size: 40X1152X2332 (TKxWxL)	AA10401 Rev 16	4 Nos.	Material will be supplied by BHEL	Within 45days after the receipt of BHEL material.

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


Manufacturer's Name & Address BHEL Haridwar approved Vendors only.		QUALITY PLAN				Contractor:- BHEL, Haridwar Indent no. 20140968 rev 00 dated 07.02.15 Project: Bambarpalli and Ernore											
Item:- Bending of shell QAP No. - QPQA/14121 Rev. 00 Date: 11.02.15 Page 1 of 1		Class		Type Of Check		Quantity Of Check		Reference Documents		Acceptance Norms		Format Of Record		Agency		Remarks	
Sl No	Component Operation	Characteristics	Major	Visual inspection	100%	As per Drg./ CBOM	As per Drg./ CBOM	As per Drg.	Q. no.	Q. no.	Obs Sheet	P	V	D	V	B	C

1	Material Receiving Inspection	Material Receiving Inspection	Major	Visual inspection	100%	As per Drg./ CBOM	As per Drg./ CBOM	As per Drg.	Q. no.	Q. no.	Obs Sheet	✓	P	V	-	-	-	For BHEL material, transfer of identification to be ensured
2	Final inspection	Dimensional check and visual inspection Check for identification, cleanliness and completeness of job	Major	Visual and measurement	100%	As per Drg.	As per Drg.	As per Drg.	Q. no.	Q. no.	Obs Sheet	✓	P	W	-	-	-	Item shall be dispatched to BHEL after acceptance by BHEL nominated agency after duly identifying by punching P.O. No., dfg no. Plant Order No. and I.R. No.

Remarks: All requirements of Standards, P.O., and drawing to be fulfilled

(Signature) 11.02.15
 For BHEL, Haridwar

Legend :- D:- documents with tick mark shall be submitted by vendor to BHEL... V Vendor B: BHEL(QC) / BHEL Nominated Inspection Agency, C: Customer P: Perform, W: Witnessed V: Records Verification /Review		For BHEL
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	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.

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SUPPLIER REGISTRATION FORM**

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

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INFORMATION WITH * MARKS IS SCOREABLE.

PART- A : ORGANISATIONAL SOUNDNESS

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

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

ORGANISATIONAL INFORMATION			
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**

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ORGANISATIONAL INFORMATION

2.0 GENERAL INFORMATION :

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

ADDRESS : E - Mail

:

TELEPHONE : Landline

Mobile

FAX :

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

2.3 DETAILS OF AUTHORISED SIGNATORY FOR SEEKING CLARIFICATION :

NAME :

DESIGNATION : E - Mail

:

TELEPHONE : Landline

Mobile

FAX :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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ORGANISATIONAL INFORMATION

3.0 OWNERSHIP INFORMATION : DOCUMENTS TO BE FURNISHED

3.1 GOVT. OF INDIA UNDERTAKING:

OR

STATE GOVT. UNDERTAKING :

OR

LIMITED COMPANY, :

MEMORANDUM AND
ARTICLES OF ASSOCIATION

OR

PRIVATE COMPANY :

MEMORANDUM AND
ARTICLES OF ASSOCIATION

OR

CO-OPERATIVE SOCIETY, :

SOCIETY RULES AND
BYE LAWS

OR

PARTNERSHIP FIRM, :

PARTNERSHIP DEED

OR

PROPRIETORSHIP, :

PROFESSION TAX REGN.
AND MUNICIPAL REGN.

ANY OTHER (SPECIFY) :

3.2 NATURE OF BUSINESS :
(MANUFACTURING UNIT/
ENGG CONSULTANT/ EPC CONTRACTOR)

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

3.3 YEAR OF ESTABLISHMENT :

* 3.4 YEAR OF COMMENCEMENT OF BUSINESS :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM**

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ORGANISATIONAL INFORMATION

4.0 REGISTRATION PARTICULARS

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

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

5.0 TOTAL ORGANISATIONAL STRENGTH : (ATTACH ORGANISATION CHART)

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

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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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 :
STAFF NO. :
DESIGNATION :
Unit & DEPARTMENT :
RELATIONSHIP :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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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 :

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

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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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:**

SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR
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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

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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ORGANISATIONAL INFORMATION					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
9.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs)			
* 9.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
9.2	LONG TERM DEBT / LOAN				
* 9.3	DEBT EQUITY RATIO <u>Long term Debt (9.2)</u> <u>Net worth (9.1)</u>				
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					
	* QUICK RATIO <u>CA - INVENT. {9.5(1)-9.5(1)c}</u> 3 <u>Current liability {9.5 (2)}</u>				
* 9.6	SALES				
	Growth over previous year (%)	-----			
* 9.7	PROFIT BEFORE TAX				
	Growth over previous year (%)	-----			
* 9.8	Whether the supplier has been referred to BIFR / NCLT / any other Govt agency (If YES , enclose details)				YES / NO
* 9.9	Whether the supplier is a potential sick company.(If YES , enclose details)				YES / NO
NOTE: 1. Copies of annual accounts (Balance Sheet) for the last four years (or from date of incorporation which ever is less) along with audit report are to be submitted. The above details shall be highlighted in the Balance Sheet. 2. Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.					
SUPPLIER'S AUTHORISED SIGNATORY			BHEL CERTIFIED ASSESSOR		

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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

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

Part B (QUALITY SYSTEM):

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

**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM**

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FORM NO. SRF(I) 01

Part B (QUALITY SYSTEM):

12. LIST OF ENCLOSURES

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

Maximum Marks = 25

Minimum Qualifying marks = 15

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

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

Part C : TECHNICAL COMPETENCE

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

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

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

OR

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

(ii) PRODUCT/MATERIAL CATEGORY SPECIFIC TECHNICAL COMPETENCE

(Max Marks: 15)

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

Product:

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

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

LIST OF ENCLOSURES:

Maximum Marks = 25

Minimum Qualifying marks = 15

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

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

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

ANNEXURE-II

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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	

BHEL CERTIFIED ASSESSOR

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Part D: SCORE SHEET

2. FINANCIAL INFORMATION (for Manufacturers):

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.1 Growth of Net Worth over previous year (%) Average of three years to be worked out	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
2.	9.3 DEBT EQUITY RATIO $\frac{\text{Long term Debt (9.2)}}{\text{Net worth (9.1)}}$	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 $\frac{\text{CA - INVENTORIES } \{9.5(1)-9.5(1)c\}}{\text{Current liability } \{9.5 (2)\}}$	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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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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4. TECHNICAL COMPETENCE

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

Sl. No (1)	Parameter (2)	Scoring criteria (3)	Maximum Marks (4)	Marks obtained (5)
	TOTAL		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
	Financial Information				
2.	Quality System	25	15		
3.	Technical Competence	25	15		
	TOTAL	100	60		Not recommended

***Minimum Qualifving 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

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.

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