



**BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334-28-4650/4080**

Tender No: NIT/3059/E/E204/2013/5436/H

Due Date: 13.08.2014

Sub: BHEL-HEEP/OPEN-TENDER (BRASS SEALING STRIPS)

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 items.

Tender No	Item Description	Qty (Kg)
NIT/3059/E/E204/2013/5436/H	HW1218001011, COLD ROLLED BRASS STRIPS as per spec AA12104 REV0301	1100

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

This notification shall be published in Indian as well as International Newspaper on 21/07/14. **The last date for taking tender documents shall be 12.08.2014 & opening of each tender shall be 13.08.2014.** Tenders will be received up to 1.45 PM on **13.08.2014** 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 13.08.2014) 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 (or equivalent amount in foreign currency for foreign vendors) against each tender along with the requisite EMD Rs 1,00,000/- (one hundred thousand) 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. Estimated value of tender is approximately Rs 40 Lacs.

- 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.
- MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- Decision regarding considering a vendor as MSE vendor and extension of related benefits will be on the basis of the documents submitted by the vendor in support of their MSE status against the tender enquiry.
- Before giving exemption under MSE Act, the status of MSE Suppliers shall be examined to ascertain whether they continue to be in the category of MSE 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.

- Price preference of 15% will be given to MSE vendors by considering item wise evaluation.
- In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L1 vendor, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE vendors at L1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.
- While distributing the 20% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L1 (amongst MSE) vendor. However if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high Supplier Performance Rating (In case of registered vendor).
- In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost.
- In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the vendor with high Supplier Performance Rating shall be given preference (In case of registered vendor).
- If L1 vendor is MSE vendor, entire quantity will be given to such MSE vendor only.
- **The tenders shall be submitted in two parts**
 - **Part I – EMD, Tender Fee, Vendor Registration Form (SRF), Pre-qualification requirement (PQR) & 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.**
- **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 sardana@bhelhwr.co.in or anandkr@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 (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 "ESSENTIAL INSTRUCTIONS" (ANNEXURE-II). QUOTATIONS NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

REFERENCE

PRE-QUALIFYING REQUIREMENT	ANNEXURE-I	PAGE – 4
ESSENTIAL INSTRUCTIONS	ANNEXURE-II	PAGE – (5-6)
COMPOSITION OF BIDS & MARKING OF ENVELOPE	ANNEXURE-III	PAGE – (7-9)
TECHNO-COMMERCIAL T & C	ANNEXURE-IV	PAGE – (10-12)
DELIVERY REQUIREMENT	ANNEXURE-V	PAGE – 13
VENDOR REGISTRATION FORM for INDIAN SUPPLIER (SRF)	ANNEXURE-VI	PAGE – (14-32)
VENDOR REGISTRATION FORM for FOREIGN SUPPLIER (SRF)	ANNEXURE-VII	PAGE – (33-36)
NON-DISCLOSURE AGREEMENT (NDA)	ANNEXURE-VIII	PAGE – (37-45)

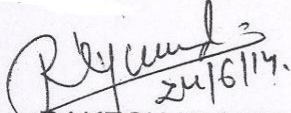
Annexure-I**PRE/MINIMUM QUALIFICATION REQUIREMENT
FOR OPEN TENDER****Mandatory Pre-Qualification requirements for Brass Sealing Strips 8X2**

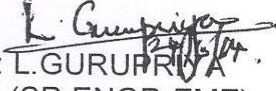
- 1.0 This sealing strip is used in oil catchers in Turbo-Generators.
- 2.0 The vendor should have in-house manufacturing facilities for extruding profile as per ST24009, size 8X2, with material as per spec. AA12101 or material as per DIN 17671 Gr. CuZn37F29 or its international equivalent. BHEL reserves the right to reject equivalent standard and grade.
- 3.0 Vendor should provide sample of 5mtrs. for trial at shop and testing of material properties.
- 4.0 The vendor should have supplied at least 20 mtrs. of brass sealing strip per year for the past two years.
- 5.0 ~~In~~ support of above, vendor shall furnish their experience list, as per the following format to BHEL:

Sl. No.	Application	Name & address of customer	Year of supply

Acceptance certificate from one of the vendor's customer of Brass Sealing Strips should be provided by the vendor as supporting document. Acceptance certificate should contain information like item details and its application.

- 6.0 BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.
- 7.0 Vendor to confirm specific compliance of above requirements else his offer will not be considered.

Approved By: 
RAKESH KUMAR
(AGM-EME)

Prepared by: 
L. GURUPRIYA
(SR.ENGR-EME)

Note: As per point no. 03 above, sample must be submitted along with techno commercial offer. If the samples are received after opening of the techno-commercial offer, then the offer shall be treated as late and will be rejected outright.

QUALITY REQUIREMENTS FOR OPEN TENDER

1. Indian vendors have to agree inspection by BHEL nominated agency 'TUV'.
2. Foreign vendors have to agree for inspection by third party agency (LRS/TUV/BV).
3. Scope of third party inspection agency will be
 - Witnessing of visual and dimensional check.
 - Review of raw material TC's as per ordering specification/ documents.

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

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) [email for NDA: anandkr@bhelhwr.co.in]. **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) & 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) & 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 shall 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 would 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) & 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 – 4
VENDOR REGISTRATION FORM for INDIAN SUPPLIER (SRF)	ANNEXURE-VI	PAGE – (14-32)
VENDOR REGISTRATION FORM for FOREIGN SUPPLIER (SRF)	ANNEXURE-VII	PAGE – (33-36)
NON-DISCLOSURE AGREEMENT (NDA)	ANNEXURE-VIII	PAGE – (37-45)

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 be as per formula of Copper & Zinc and Price variation to be followed.
Copper Formula: [(LME USD/MT + Premium 303 USD/MT) * 63% + 5%].
Zinc Formula: [(LME USD/MT + Premium 445 USD/MT) * 37% + 5%].
Metals are to be booked on the date of issue of order.
Please quote prices as per above formula for LME CSP on tender date.
- 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.

M K Sardana
AGM (PPX-EM)

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS

Sl No	Techno-commercial Terms	Accept/Reject/Comment
01	The prices are to be quoted on C&F Mumbai basis. The bids will be evaluated on C&F basis. The bidder who quotes on other than C&F Mumbai basis then their offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port against the enquiry/freight rate available with BHEL. Further non-availability of ship will not be accepted for rescheduling the delivery or waiver of penalties.	
02	Please quote your rates in your currency or Indian Rupees.	
03	Indian Agents commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation.	
04	The vendor must indicate the name of port of loading in their offer.	
05	While submitting your bids please clearly indicate: (a) Expected Weight of goods (lots wise) (b) The size of packed goods (c) Whether the goods can be dispatched in containers?	
06	- Please quote your 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 - No representation about the freight amount taken by BHEL will be entertained.	
07	Please inform Approximate Shipping Weight and the Shipping Volume of the Consignment in your quotation.	
08	- 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. - 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.	
09	The Trans-shipment condition in BHEL purchase orders / Letter of Credit will be governed by Uniform Customs and Practices for Documentary Credits, UCP 500 of International Standard Bank Procedures issued by the International Chamber of Commerce (ICC). Please refer to our web site www.bhelhwr.co.in under the heading "TRANS-SHIPMENT".	
10	Specifically confirm your agreement to air freight the material at your cost in case the delivery is delayed beyond 4 weeks. It is in addition to the penalty for delayed delivery as per the printed clause overleaf.	
11	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.	
12	For evaluation, exchange rates (TT selling rates of SBI) as on scheduled date of tender opening (part 1 bid in case of 2 part bid) shall be considered.	
13	BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained. The agents will not be permitted to visit/ interact with BHEL on behalf of their principals. Subsequently also no correspondence of any type will be made with any agent. All individuals/ companies representing/ Advisor/retainer ship basis or claimed to be part time employee for many OEMs/claiming to be channel/business partner for BHEL work/stockist not registered specifically etc are Agents.	
14	The bidders (original registered suppliers) will have to submit the ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by FAX/email, the bidders shall simultaneously ensure submission of ink signed original bid to BHEL also in the manner prescribed in this tender.	
15	However, the suppliers or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a specific letter for a particular enquiry, for price bid opening on that particular day. General authorization letter is not acceptable.	

16	As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL-Hardwar is likely to cancel Enquiries/P.O.s to such suppliers. Further such Indian Agents are likely to be de-listed (Black listed for business from BHEL).	
17	Vendor should quote price and delivery details as per commercial terms & conditions.	
18	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, BHEL may load maximum penalty under LD 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.	
19	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. Vendors do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with BHEL.	
20	Our preferred payment term is "100% payment after receipt and acceptance of material". Loading on prices-In case of deviation in payment terms from standard terms & conditions, the loading pattern for comparison of price bids is mentioned below: - 1.25% per month for the amount exceeding 90% of the contract value. The period of loading shall be 1 month for indigenous items and 2 months for imported items. The loading will be done for each case more than Rs. 1 lac & is for comparison purpose only to determine L1 status.	
21	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.	
22	-All bank guarantees for Security Deposit as well as Performance Bank Guarantee should be from one of the BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks is 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 bidder. -If any vendor does not accept this condition, their offer is likely to be ignored.	
23	BHEL reserves rights to place order for tendered quantity on more than one vendor.	
24	In case you are not quoting, please send your regret letter positively for our reference.	
25	Intimate your email address or changes, if any, by email to asanyal@bhelhwr.co.in giving your Vendor Code.	
26	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.	
27	The above terms and conditions supersede the same or similar terms and conditions, if appearing elsewhere in the enquiry or PO.	
28	Following information is available on Business-to-Business Portal on website www.bhelhwr.co.in : 1 Tender Submission, 2 Comparative Statement of Rates, 3 Status of tender enquiries, 4 Negotiations, 5 Status of purchase orders, 6 Pink Memos, 7 Rejection 8 Payment Status and 9 Vendor Registration. The user ID & password can be obtained from website itself.	
29	Please resolve your rejections and unexecuted overdue purchase orders immediately which are posted at website.	
30	Please confirm that prices quoted are not more than the prices quoted any other BHEL unit.	
31	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.	
32	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.	
33	Tenders received after the specified time of their 'submission' will be treated as late tenders and shall not be considered under any circumstances.	
34	The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on web site www.bhel.com .	
35	Please confirm to participate in Reverse Auction on CIF Mumbai basis inclusive third party inspection charges for foreign suppliers. For Indian suppliers, please quote your rates without inspection charges on	

	FOR Destination basis, your rates will be loaded accordingly for inspection charges as Inspection will be arranged by BHEL.	
36	Ink signed order acceptance shall be furnished within 15 days of order placement.	
37	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	
38	In case of foreign suppliers, confirm that prices are quoted inclusive of third party inspection charges on FOB as well as C & F basis.	
39	Confirm that un-priced part of price bid is enclosed with technical commercial offer	
40	Vendor to confirm that they meet each & every clause of our specifications/Drawings. If not, vendor to specify each deviated clause & submit in a separate sheet.	
41	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	

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:****Name of Firm:****Designation:****Date:**

Annexure-V

Item Details and Delivery Schedule

Tender No.	Material Code	Description	Specification	Lot Qty.	Delivery
3059/E/E204/2013/5436/H	HW1218001011	COLD ROLLED BRASS SHEET, STRIPS AND FOIL (ANNEALED)	AA12101 REV0301 Grade: Brass-CUZn37A Cold Drawn	1100 Kg	Immediate

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

Annexure-VI

	GUIDELINES TO INDIAN 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 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. 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)

7. 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.
8. 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.
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. Incomplete forms will be rejected.
12. Any information / clarification required by BHEL during evaluation must be given expeditiously.
13. 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.
14. Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
15. 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-VI 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)

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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**

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

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ORGANISATIONAL INFORMATION

2.0 GENERAL INFORMATION :

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

ADDRESS :

E - Mail :

TELEPHONE : Landline

Mobile

FAX :

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

2.3 DETAILS OF AUTHORISED SIGNATORY FOR SEEKING CLARIFICATION :

NAME :

DESIGNATION :

E - Mail :

TELEPHONE : Landline

Mobile

FAX :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
SUPPLIER REGISTRATION FORM**

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ORGANISATIONAL INFORMATION

3.0 OWNERSHIP INFORMATION : DOCUMENTS TO BE FURNISHED

3.1 GOVT. OF INDIA UNDERTAKING:

OR

STATE GOVT. UNDERTAKING :

OR

LIMITED COMPANY, :

MEMORANDUM AND
ARTICLES OF ASSOCIATION

OR

PRIVATE COMPANY :

MEMORANDUM AND
ARTICLES OF ASSOCIATION

OR

CO-OPERATIVE SOCIETY, :

SOCIETY RULES AND
BYE LAWS

OR

PARTNERSHIP FIRM, :

PARTNERSHIP DEED

OR

PROPRIETORSHIP, :

PROFESSION TAX REGN.
AND MUNICIPAL REGN.

ANY OTHER (SPECIFY) :

3.2 NATURE OF BUSINESS :

(MANUFACTURING UNIT/
ENGG CONSULTANT/ EPC CONTRACTOR)

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

3.3 YEAR OF ESTABLISHMENT :

* 3.4 YEAR OF COMMENCEMENT OF BUSINESS :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED
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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

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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 :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

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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.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

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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

**BHARAT HEAVY ELECTRICALS LIMITED
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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
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BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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ORGANISATIONAL INFORMATION					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
9.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs)			
* 9.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
9.2	LONG TERM DEBT / LOAN				
* 9.3	DEBT EQUITY RATIO				
	$\frac{\text{Long term Debt (9.2)}}{\text{Net worth (9.1)}}$				
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		

**BHARAT HEAVY ELECTRICALS LIMITED
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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

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

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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

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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

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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.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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

ANNEXURE-VI

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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 <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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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



Annexure-VII

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-VII 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.

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: M K Sardana **(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: 23.02.2013

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By: S Pathak

Title:

Title: General Manager (EM)

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

BHARAT HEAVY ELECTRICALS LIMITED

dated 23.02.2013

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 23.02.2013

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 S Pathak

Tel. 01334 281098

Fax 01334 226453

Address. Administration Building

BHEL, HEEP, Haridwar

India

Mr M K Sardana

Tel. 01334 285375

Fax 01334 226462

Address. PPX-EM, Main Administration

Building, BHEL, HEEP, Haridwar

India