# Bharat Heavy Electricals Limited. Tiruchirappalli -620 014 MM: CP & SP Annexure For Techno Commercial Bid Check List - to be filled and submitted along with Technical Bid

BHEL Commercial Terms and Conditions for Indigenous Supplies		Vendor's Confirmation / Comments
Technical confirmation to BHEL's Specification as called for in BHEL Forn If needed additional sheets shall be used.		
Prices shall be <b>quoted item wise</b> only as per the model format enclosed		
Prices shall be quoted on "FIRM PRICE" basis only The prices should by o	nly on <b>F.O.R</b> /	
Despatching station basis with Packing & Forwarding charges if any. Applica Freight &		
Insurance, Installation & Commissioning Charges should be clearly Indicated	d	
Validity of offer shall be for a minimum period of 120 days from the date of		
Delivery period from the date of Letter of Intent / Purchase order shall be		
offer  Liquidated damages @ '0.5% per week subject to a maximum of 10% of shall be applicable for delay in deliveries For Details Refer Annexure-		
Following Risk Purchase clause shall be applicable  The purchaser at his option will be entitled to terminate the contract and to	nurchase	
elsewhere at the risk and cost of the seller either the whole of the goods or		
supplier has failed to deliver or dispatch within the time stipulated or if the s		
available, the best and the nearest available substitute therefore The suppli- any loss which the Purchaser may sustain by reason of such risk purchases	er shall be liable for	
Payment term for supply portion:		
Payment term is 100% direct payment after 45 days from the	date of receipt and	
acceptance of materials  For details Refer Annexure- v		
Erection / commissioning: (if applicable only)		
Erection / commissioning charges if any has been mentioned in the offer or	else confirmation that	
Erection /commissioning shall be done at free of cost is available in the offer	er,	
The equipment shall be guaranteed for a period of 12 months from the date		
Final inspection and acceptance of equipment will be after installation at BH		
The vendor shall provide necessary drawings, Test Certificates and Operating N		
etc., as called for in the Technical Specification, in the required number of copi		
Any warranty replacement during warranty period shall be supplied free of Trichy basis.	charge on FOR BHEL,	
Confirm MSE vendor or not (Incase of MSE vendor necessary documenta	ary proof shall be	
furnished as per Annexure VI)	ary proof shall be	
GST Registration number		
% of applicable GST with HSN code		
Packing & Forwarding Charges ( if any in % only)		
Percentage of Freight& transit insurance charges, if any		
Freight charges from Dispatching station to BHEL,		
Tiruchirappalli		
Supplier should quote for F.O.R-BHEL Trichy Stores.		
As per Commercial terms and conditions, acceptance for participation in		
Reverse auction (RA). Yes/No to be indicated  Name of the person for participating reverse auction		
Land Line Number		
Fax Number		
Mobile Number		
E-mail ID		
L-Mail 10		

### NOTE: -

- a) It is confirmed that all the terms and conditions stipulated In the Enquiry have been fully understood by us and allclarifications & details have been obtained.
- b) Your offer should be indicating applicable If any P&F Charges, % of GST, Freight, Insurance and Installation and Commissioning Charges etc., as per our Price Format
- c) Your specific acceptance to our Payment terms, LD & Risk Purchase Clause are essential for consideration of your offer. Other wise your offer is liable for rejection.
- d) No row shall be left blank. Please indicate NA, in case the item is "not applicable"

# **Annexure For Price Bid**

# Bharat Heavy Electricals Limited TIRUCHIRAPPALLICAPITAL PURCHASE MODEL PRICE BID FORMAT FOR INDIAN BIDDERS Annexure-IV

Enquiry No. & Date: Bidder's Offer No. & Date:

SI	Description of item	Unit	Quantity	Rate in	Value in
No				Rs.	Rs.
	TOTAL VALUE IN RS.				
	Packing & Forwarding charges in % i	f any			
	Freight& Insurance Charges In % if fr		ges are not		
	mentioned it will be considered as FO				
	<b>GOODS AND SEVICES TAX (indicate</b>	in %)			
	A) GST (%)				
	В)				
	C)				
	Approximate Net weight of the total of				
	Approximate Gross weight of the total				
	Approximate Dimensions of the C				
	The price indicated shall be inclusive				
	as given in the scope of supply. Indiv			ip price	
	shall be attached as an annexure to the	nis price bio	a tormat.		

Signature & Seal of Vendor

# NOTE:

- 1. The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable".
- 2. Prices shall be quoted item-wise only as per the above format.
- 3. If Price quoted is Inclusive of taxes, the included tax Value and Base Value shall be indicated item-wise.

Payment Term (Indigenous)						
If materials are	Payment term is 100% direct payment after 45 days from the date of					
receivable at	receipt and acceptance of materials.					
Stores/Trichy						
without PBG						
If materials are	Payment term is 100% direct payment after 45 days from the date of					
receivable at	receipt and acceptance of materials and against 10% PBG valid for the					
Stores/Trichy with	warranty period.					
PBG						

Any deviation in the above payment term will attract loading as mentioned below.

"Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) +6% shall be considered for loading for the period of relaxation sought by bidders.

Offers of indigenous Suppliers with any other Payment terms will be rejected. If offer is received from both OEM/Manufacturer and authorized dealers or agent, then OEM/Manufacturer offer will only be considered and dealers or agent offer will be ignored.

# Liquidated Damages / Penalty -

The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. LD will be considered separately for 'Delivery' and 'E&C'. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.

**Material Despatched after Due date**: Once the delivery due date is crossed, <u>bills have to be clubbed till final despatch and forwarded for processing of payment as a single bunch</u>. LD percentage will be calculated from Delivery due date to final despatch date.

The rate of LD for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).

For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered.

# **Guarantee / Warranty Period – (if applicable)**

Normally No deviation permitted and the deviated offers are liable for rejection.

### Ranking-

BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.

# Performance Bank Guarantee – (if applicable)

Normally No deviation permitted and the deviated offers are liable for rejection.

Fraud prevention clause: The bidder along with its associate/collaborator/sub-contractor/sub-

vendor/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

**NOTE:-** 1. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

- 2. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted bid which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions.
- 3. Corrigendum if any, with respect to this tender will be hosted only in the website http://www.bhel.com or

Annexure-VI

# **Special Provisions for Micro and Small Enterprises (MSE)**

- 1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- 2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories are:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category.

- 3. Incase MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- 4. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM·II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VII where deemed validity of EM II certificate of five Years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

# **Certificate by Chartered Accountant**

This is to certify that M/s,
hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, Entrepreneur Memorandum No (Part - II)
dtd:,
Category :( Micro / Small)). (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:
1. For Manufacturing Enterprises: Investment in plant and machinery (i.e.
original cost excluding land and building and the items specified by the
Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:
RsLacs
2. For Service Enterprises: Investment in equipment (original cost excluding
land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
RsLacs
The above investment of Rs Lacs is within permissible limit of
RsLacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.
WSWED ACT 2006.
Date:
(Signature)
Name -
Membership Number -
Seal of Chartered Accountant

# **Terms for GST:**

# **Indigenous suppliers:**

- 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer..
- 2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- 7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) alongwith penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.



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Annexure-C

Applicants need to comply with the requirements of the registration process. The information/ documents furnished will be treated in strict confidence.

# Instructions for filling the Registration Form

- Supplier registration is only through online portal at https://supplier.bhel.in.
- All columns in the Registration Form are to be duly filled up. Indicate, 'NIL'/ 'Not Applicable', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be signed & stamped/ digitally signed by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.

Registration of supplier will be done on the basis of the following criteria depending upon the applicability

SNO	Criteria	Max. Marks	Min. Qualifying Marks	Applicable for
1.	Organizational soundness	50	30	Manufacturers*/ EPC
2.	Financial information			Contractors*/ Non-Manufacturers/ Subcontractor
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	Total	100	60	

<sup>\*</sup> Minimum qualifying marks for financial information shall be 10 within the ambit of 30 marks put together for Organisational soundness & Financial information.

- For a document in language other than Hindi/ English, a self-attested Hindi/ English translated document to be attached
- Class 3, Signing & Encryption Digital Signature has to be obtained.

### **DECLARATION**

(This declaration should be signed by the Proprietor/ Partner/ Director) I/ We ......declare and confirm that the information furnished and attachments

submitted with the application are true and correct. I/ we are aware that any false information provided herein will result in the rejection of my/ our application for registration. I/ we shall be bound by the acts of the duly authorized signatory, who has signed this application and of any other person, who in the future, may be appointed by us in his place, whether or not an intimation of such changes has been given. I/ we undertake to communicate promptly to BHEL any changes in the conditions or working of the firm.

I/ We.....also give the undertaking that BHEL's drawings & specifications shall not be used in any way detrimental to the interest of BHEL and/ or for supply of any material, product or services directly or indirectly to any other customer.

I/ We.....have read and understood that action can be taken as per extant guidelines for Suspension of Business Dealings with Supplier/ Contractor and Fraud Prevention Policy (both as available on www.bhel.com).

I/ We ......agree to participate in e-procurement as and when required by BHEL. Name: Position:

Date & Place: Signature along with Office Seal:

 Scanned (Hard/ digitally) copy of declaration signed by the Proprietor/ Partners/ Director and/ or authorized signatory, who has the authority to do so, is to be uploaded.



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Annexure-C

PART- A: ORGANISATIONAL SOUNDNESS											
1.0 0	1.0 ORGANISATIONAL INFORMATION										
1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED											
1.2	R E ADDI		STERED								
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Websi	te										
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Mobile											
Fax											
2.4 DE	ETAILS	OF	DIRECTOR	S IN C	ASE (	OF PRIVA	ATE LTD (	ONE P	ERSOI	N COMPANY	, PUBLIC LTD.
AND F	PARTN	ERS	IN CASE	OF LIM	ITED	LIABILIT	Y PARTNE	RSHIP	/ PAR	TNERSHIP F	IRMS, OFFICE
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		(A	ttach or	ganiza	ation char	t)			
2.5 DIRECTORS	(Attach organization chart)  2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF   2.6 IF ANY EX-BHEL PERSONNEL IS								
RELATED TO ANY				٠,			GED BY THE COMPANY		
Name of BHEL	T					f Ex. BHEL			
Employee					Employe				
Staff No.&					Staff No				
Designation					Designa	tion held			
Unit & Department					Place	of last			
					posting	(Unit &			
					Dept.)				
Relationship					Date of				
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3.0 OWNERSHIP II	NFORMAI	ION (DOCU	MENIS	IOB	E FUKNI	SHED)			
3.1 OWNERSHIP			D	OCUN	IENTS TO	O BE FURNI	SHED		
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Public Limited Com	pany						Articles of Association a		
			C	ertifica	ite of Inco	rporation			
Private Limited Con	npany								
One Person Compa	· ·								
Limited Liability Par	tnership			Memorandum of Association, Articles of Association, LLP					
			pa	partnership agreement, Certificate of Incorporation (LLPIN)					
Partnership Firm			R	Registered Partnership Deed duly signed by Registrar of					
				Firms					
Proprietorship				Profession Tax Regn./ Municipal Regn/ PAN of Firm					
			(P	(Proprietor)					
Co-Operative Socie	ety		C	Certificate of Registration of society issued by Registrar of					
				Societies along with its Society Rules and Bye Laws ( as					
			pe	er Exta	nt Act)				
Trust			R	egiste	red Trust	Deed			
Others (please spec	cifv)		At	ttach a	copy of	the relevant	Statutory document		
		tutory docur				business (ple	•		
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3.2 Nature of Busi	nace								
3.2 Nature of Dusi	11633								
Tick as applicable:									
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<ul> <li>Subcontractor -</li> </ul>							) '		
						•	les office* or subsidiary		
registered Fore									
<ul> <li>Indian Agents*</li> </ul>	(attach aut	thorization ce	ertificate	e of pr	incipal, th	nird party bus	siness rating report of fore		
principal from D									
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*Non-Manufacturer	needs to	submit an A	Authoriza	ation (	Certificate	e, clearly ind	icating the validity period		
							upply/ after sales service of		
in line with scope m	atrix subm	itted.				•			
3.3 Year of Comme	ncement o	f Business (a	attach re	levant	documents	s)			
1									



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Annexure-C

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED) 4.1 Permanent Account No (PAN) 4.2 Central Sales Tax Regn. Number / TIN Number State Sales Tax/ VAT / TIN Number 4.3 4.4 Excise Control Code number 4.5 Service Tax Regn. Number 4.6 Whether Company is Micro/Small Enterprise YES/ NO (MSE) Category 4.6.1 Category as per extant MSME Act (Micro/ Small/ Medium) Documents to be furnished (any one) & (Tick the appropriate) Udyog Aadhaar Memorandum & Acknowledgement Valid NSIC Certificate ( Entrepreneurs Memorandum part II (EM II) certificate (deemed validity of 5 years) ( (in case of EM II certificate older than 5 Years, EM II certificate along with attested copy of CA certificate\* applicable for the relevant financial year (latest audited)} ( \* Certificate by Chartered Accountant on letter head as per Annexure-H 4.6.2 MSE Ownership w.r.t. SC/ST, if applicable, documents to be furnished (Tick the appropriate) Proprietor: SC/ST Certificate ( Partnership Firm: SC/ST Certificate of partners holding 51% shares & above ( Limited Company: SC/ST Certificate of Directors/ Owners holding 51% shares & above ( 5.0 OTHER PARTICULARS (DOCUMENTS TO BE FURNISHED) 5.1 IF REGISTERED WITH ANY OF BHEL UNITS Name of BHEL unit Common/ Unit Supplier Identification (ID)Number Items for which supplier is registered & their specifications (copy of at least one or more successfully executed purchase orders) 5.1.1 IF ANY OF YOUR SISTER UNIT/ FIRM IS REGISTERED FOR SIMILAR ITEM/S? Name of Sister Unit(s) already registered with BHEL Common/ Unit Supplier Identification(ID)Number/ Code Item/s for which supplier is registered Item 1 Item 2 YES/NO 5.2 Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ (Documentary Evidence) BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought? 5.3 Whether Supplier is ISO 9001 Certified YES/ NO (Certificate) 5.4 Whether Supplier is ISO 14000 Certified YES/ NO (Certificate) 5.5 Whether Supplier is OHSAS 18000 Certified YES/ NO (Certificate) 5.6 Experience List: Attach list of present customers with name & address for offered/ similar type & size of item/ equipment for which registration has been sought and with whom applicant has continuous business since last three years. Copies of latest previous two purchase orders executed to be attached. (Attach performance certificates issued by its customers for successful execution of the contracts) 5.7 Details of Pending Legal/ Arbitrations issues on contractual aspects with customer, if YES/NO any? (If Yes, kindly furnish details with latest status on a separate sheet)



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						Annexure
	ANUFAC	TURING FACILITI				TERIAL HANDLING
		O THE ITEMS APP				
SI. Works/ No Division (a per cl. 1.)		scription of chine/Equipment		Quantity	Make & Year of Installation	Remarks
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J.T I OVVLIND.	ACK UP	(Furnish details or	separ	ate sheet)	YES	NO
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7.0 INSPEC  7.1 LIST OF INITEMS APPLIE  Works/ Division(a per cl. 1.2)  The case of space  7.2 IF IN-HOU	STION & TON	TESTING FACILIT ON & TESTING FACILIT REGISTERATION) escription of Facility uipment & Capacit n enclose annexur	ACILIT  // Note  e/ cata	os. Make Mani	IIPMENT AVALIAB	LE (RELATED TO THE  Last Date of Calibration(With Traceability)
7.0 INSPEC  7.1 LIST OF IN ITEMS APPLIE  Works/ Division(a per cl. 1.2  n case of space	STION & TON	ON & TESTING FACILIT ON & TESTING FACILITY REGISTERATION) PSCRIPTION OF FACILITY UID TO THE TESTING FACILITIES RESTANCE OF DESCRIPTION TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO TESTING FACILITIES (REDISTRICT)	ACILIT // Not e/ cata NOT A LATEI tion of	os. Make Mani	IPMENT AVALIAB   a & Year of  ufacturing  tag  E, INDICATE SOUR  ITEMS APPLIED F  Approval of	LE (RELATED TO THE  Last Date of Calibration(With Traceability)  RCE OF TESTING
7.0 INSPEC 7.1 LIST OF INITEMS APPLIE Works/ Division(a per cl. 1.2  n case of space 7.2 IF IN-HOU ALONGWI's I. Test	SPECTION & TOP SET IN THE ITEM SOURCE OF THE ITEM S	ON & TESTING FACILIT ON & TESTING FACILITY REGISTERATION) PSCRIPTION OF FACILITY UID TO THE TESTING FACILITIES RESTANCE OF DESCRIPTION TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO TESTING FACILITIES (REDISTRICT)	ACILIT // Not e/ cata NOT A LATEI tion of	OS. Make Mann Mann Mann Mann Mann Mann Mann Man	IPMENT AVALIAB   a & Year of  ufacturing  tag  E, INDICATE SOUR  ITEMS APPLIED F  Approval of	LE (RELATED TO THE  Last Date of Calibration(With Traceability)  RCE OF TESTING FOR REGISTERATION) Fequipment/ Process/
7.0 INSPEC  7.1 LIST OF INITEMS APPLIE  Works/ Division(a per cl. 1.2)  n case of space  7.2 IF IN-HOUALONGWI	STION & TON & TON SPECTION & TON SPE	ON & TESTING FACILIT ON & TESTING FACILITY REGISTERATION) PSCRIPTION OF FACILITY UID TO THE TESTING FACILITIES RESTANCE OF DESCRIPTION TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO THE TESTING FACILITIES (REDISTRICT) TO TESTING FACILITIES (REDISTRICT)	ACILIT // Noticy e/ cata NOT A LATEI tion of ent & C	os. Make Mann Mann Mann Mann Mann Mann Mann Man	E & Year of ufacturing  I tag  E, INDICATE SOUR APPLIED F Approval of Person	LE (RELATED TO THE  Last Date of Calibration(With Traceability)  RCE OF TESTING FOR REGISTERATION) Fequipment/ Process/

**Note:** In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking.



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Annexure-C

# <u>PART-B</u>: FINANCIAL INFORMATION (to be certified by a Chartered Accountant)

- 1. Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.
- 2. If the supplier is new in business and does not have past data, then the financial evaluation will be done on the basis of information provided.

Scanned copy of the financial information as below signed by a Chartered Accountant is to be uploaded. FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS "Figures to be as per Revised Schedule 6 of the Companies Act 2013, as applicable" Year 1 Year 2 Year 3 Year 4 8.0 **Parameter** (Years in ascending order, Money value in Rs. Lakhs) NET WORTH 8.1 (Share Capital + Reserves) 8.2 LONG TERM DEBT/ LOAN **DEBT EQUITY RATIO** 8.3 Long term Debt (8.2)Net worth (8.1)INVESTMENT IN: Land & Building 8.4 Plant & Machinery Other Fixed Assets **NET CURRENT ASSETS** a) Cash on hand b) Account receivable c) Inventories d) Loans and advances e) Other current assets **Total** CURRENT LIABILITY & **PROVISIONS** 8.5 a) Sundry creditors b) Advances from 2 <u>custo</u>mers c) Other liabilities d) Provisions **Total QUICK RATIO** CA - Inventory (8.5(1)-8.5(1)c}/ Current liability {8.5 (2)} **SALES** 8.6 (excluding other income) 8.7 PROFIT BEFORE TAX 8.8 **Contingent Liabilities** Whether the supplier has been referred to BIFR/ NCLT/ YES / NO 8.9 any other Govt agency (If YES, enclose details) Whether the supplier is a potential sick company.( If 8.10 YES / NO

Membership number & Seal of Chartered Accountant	Signature

YES, enclose details)

Date:

Name:



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Annexure-C

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Part C: (QUALITY SYSTEM):

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



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Annexure-C

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

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

a) COMMON TECHNICAL COMPETENCE

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

OR

		product	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL	Supplier to attach supporting documents	Marks by BHEL
Design capability	(0-3)	(8-0)						
Adequacy of quality assurance plan	(0-2)	(0-5)						
Process capability for components	(0-3)	(0-8)						
Adequacy of testing facilities	(0-2)	(0-4)						
TOTAL MARKS OUT OF POSSIBLE Average of Total (Total/3) =	10	25						

# b) PRODUCT/ MATERIAL CATEGORY/ ITEM SPECIFIC TECHNICAL COMPETENCE

(Max. marks 15)

Unit MISCC to structure the parameters to be considered for technical competence and score of individual parameter depending on material category/ item. MISCC shall identify the requirement of enclosures to be furnished by supplier.

# Product:

110000							
	SNO	Material category/ item	Tech Parameter	Supplier's response with relevant documents	Remarks		

To be filled up by supplier only on receipt of technical requirements/ Specification/ Drawings/ Standards from BHEL and to be sent to BHEL for further scrutiny.



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(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

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

1. ORGANISATIONAL SOUNDNESS (for Manufacturers/ EPC Contractors)

SNO	Clause in SRF	Parameter Parameter	Criteria		Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years	2		
			1-5 years	1	2	
			≤1 year	0	2	
2.	4.1 to	Whether all relevant information submitted				
	4.5	(Evaluation is to be based on available	1 to 5		5	
		documents)			ວ	
3.	5.1	Registered with any of BHEL units	Yes (same item)	2	2	
			Yes (another item)	1	2	
			No	0		
4.	5.2	Whether approved by ASME / NTPC/ NPC/	Yes	2		
		EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/	No	0	0	
		ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/			2	
		CPWD/ Any other CPSU for similar items, for				
		which registration is sought?				
5.	5.3	ISO 9001 Certified	Yes	2		
			No	0	2	
6.	5.4	ISO 14000 Certified	Yes	1	4	
			No	0	1	
7.	5.5	OHSAS - 18000 Certified	Yes	1	4	
			No	0	1	
8.	5.7	Pending Legal/ Arbitrations issues on contractual	Yes	-5	•	
		aspects with customer	No	0	0	
9.	6.1	Relevant manufacturing facilities including	Adequate	4		
	&	outsourcing	Substantial	3	4	
	6.2		Inadequate	0		
10.	6.3	Ratio of Outsourced Cost to Total Production	<10%	2		
		Value	10 to 30 %	1	2	
			> 30%	0		
11.	6.4	Power backup	Yes	1	4	
		·	No	0	1	
12.	7.1	Relevant inspection & Testing Facilities	Adequate	2		
			Substantial	1	2	
			Inadequate	0		
13.	7.2	Outsourcing of major testing facility	Yes	0	1	
			No	1	1	
		TOTAL			25	

**ORGANISATIONAL SOUNDNESS (For Non-Manufacturers):** 

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years 1-5 years ≤1 year	2 1 0	2	
2.	4.1 to 4.5	Whether all <b>relevant information</b> submitted (Evaluation to be based on available docs)	1 to 5		5	
3.	5.1	Registered with any of BHEL units	Yes (same item) Yes (another item) No	2 1 0	2	
4.	5.2	Whether approved by ASME / NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU for similar items, for which registration is sought?	Yes No	2 0	2	
5.	5.3	ISO 9001 Certified	Yes No	2	2	
6.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes No	-5 0	0	
		TOTAL			13	



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(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

Name of the Supplier/ Application Ref. Number: $\_$	Annexure-D

2. FINANCIAL INFORMATION (for Manufacturers\*/ EPC Contractors\*):

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Award ed
1	8.1	Growth of Net worth over previous year for last three years (On yearly basis for last four years)	For every year of positive growth Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 0 mark/year	6	
2.	8.5	QUICK RATIO CA - INVENTORIES {8.5(1)-8.5(1) c} / Curent liability {8.5 (2)} (Average of cl. 8.5)	≥ 1.00:1 7 ≥ 0.65 &< 1.00:1 5 ≥ 0.50 &< 0.65:1 3 < 0.50:1 1		7	
3.	8.6	Growth in Sales over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth	2 marks/year 1 mark/year 0 mark/year	6	
4.	8.7	Growth in Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6	
5.	8.8	Contingent liability more than 50% of net worth	Yes -3 No 0		0	
6.	8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other similar Govt. agency	Yes -5 No 0		0	
	*	TOTAL			25	

<sup>\*</sup> minimum qualifying marks for Financial information shall be 10 out of 25 marks

**Note:** If the supplier is new in business and does not have past data, then the evaluation will be done on the basis of information provided by the supplier and will be decided by MISCC.

# **FINANCIAL INFORMATION (for Non-Manufacturers)**

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Awarde d
1	8.1	Growth of Net worth over previous year (On yearly basis for last four years)	For every year of positive growth Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 0 mark/year	6	
2.	8.7	Growth in Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth For every year of loss (last three years i.e. max negative making 3)	2 marks/year 1 mark/year 0 mark/year -1 mark/year	6	
		TOTAL			12	



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(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

Name of the Supplier/ Application Ref. Number:	Annexure-D
3. QUALITY SYSTEM (for Manufacturers)	

SNO	Clause in SRF	Parameter	Criter		Max. Marks	Marks Awarded
1.	9.1	Incoming Material control system	System available	Yes 2 No 0	2	
2.	9.2.1	Process control	Work instruction available	Yes 2 No 0	2	
			Record of process Control Adequate Inadequate Not available	2 1 0	2	
3.	9.2.2	Control on outsourced processes	Documentary evidence of Available Not available OR If no processes outsource	1 0	1	
4.	9.3	Manufacturing / Testing Procedure Qualification	Manufacturing Process workflow available Testing Procedure Qualification available	Yes 1 No 0 Yes 1 No 0	2	
5.	9.4	Personnel qualification	Record of PQR Adequate Inadequate Not available	2 1 0	2	
6.	9.5	Calibration system	System available	Yes 1 No 0	1	
			Record available	Yes 1 No 0	1	
7.	9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available	Yes 2 No 0	2	
8.	9.7	System of Storage/ preservation/ painting & packing	Procedure available	Yes 2 No 0	2	
9.	9.8	System of NCR disposition & corrective	System available	Yes 1 No 0	1	
		preventive action	NCR registered & resolved NCR registered & partially resolved NCR not registered or not resolved	2 1 0	2	
10.	9.9	Customer complaints handling system	System availability	Yes 1 No 0	1	
			Complaints registered & resolved Complaints registered & partially resolved Complaints not registered or not resolved	2 1 0	2	
11.	9.10	Safety measures	System available	Yes 1 No 0	1	
			Record available	Yes 1 No 0	1	
		TOTAL			25	



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(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

<u>4. TE</u>	CHNICAL COMP	ETENCE (fo	r Manufacture	<u>rs)</u>		
			Max	k. Marks(1)	М	arks obtained(2)
A. C	ommon Technica	ıl Competend	ce	10/25		
			And/	or		
Colui	RODUCT SPECIF mn no. 1 to 4 to be fi ied Assessor after e	illed by MISCC	before sending			
<u>3NO</u> 1)	<u>Param</u> (2)		Scoring criteria (3)	Maxin	num Marks (4)	Marks obtained (5)
	Sub-Tota	al		1	5	
	ΓAL: filled in by the cor	ncerned dept.	before MISCC o		25	( )
	Material		Nos. of Exis			No. of Suppliers under suspension
				Trial	Dev.	(if any)
10	Description		Permanent	IIIai	DCV.	

# **SUMMARY:**

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration	
1.	Organizational Soundness	50	30		Recommended : Permanent Status	
2.	Financial Information		30		/Development status/ Trial status	
3.	Quality System	25	15		Not recommended	
4.	Technical Competence	25	15		Not recommended	
	TOTAL	100	60			



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(INDIAN SUPPLIER - Manufacturers / Non-Manufacturers)

Re	egistration Crit	eria:		
SNO	Score		Recommendation	
1.	More than 90	Registration under perma	nent status. Normally no visit is c	alled for.
2.	>75 ≤ 90	Registration under perma	nent status. Supplier visit is prefe	rable.
3.	≥ 60 ≤ 75		opment/ trial status. Supplier ma by MISCC. Supplier visit is mand	
4.	Less than 60	Not to be registered		
nform and reg	ation: 12 marks gistered accordin	will be converted on pro- gly. Respective manufactur	25 i.e. Organizational Soundnes -rata basis, so as to compare fring works also to be recorded in F	om a max. marks of 1
nform and reg	ation: 12 marks gistered accordin	will be converted on progly. Respective manufactur  Suppler Evaluation Te	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)	om a max. marks of 1
nform nd reg	ation: 12 marks gistered accordin	will be converted on pro- gly. Respective manufactur	-rata basis, so as to compare froing works also to be recorded in F	om a max. marks of 1
nform and reg Signa	ation: 12 marks gistered accordin	will be converted on progly. Respective manufactur  Suppler Evaluation Te	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)	om a max. marks of 1
nformand regarders	nation: 12 marks gistered accordin tures: TCAs &	will be converted on progly. Respective manufactur  Suppler Evaluation Te	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)  3)	om a max. marks of 1
oformand registration	nation: 12 marks gistered accordin tures: TCAs &	will be converted on progly. Respective manufactures. Suppler Evaluation Tests.  2)	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)  3)	om a max. marks of 1
nform nd reg  Signa  )  Legist  Ma	ration: 12 marks gistered according tures: TCAs &	will be converted on progly. Respective manufactures. Suppler Evaluation Tests.  2)	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)  3)	om a max. marks of 1
Signa  Negist  Ma  Ite	ration: 12 marks gistered according tures: TCAs &	will be converted on progly. Respective manufactures. Suppler Evaluation Tests.  2)	-rata basis, so as to compare fring works also to be recorded in Feam (in case of visit)  3)	om a max. marks of 1



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(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator with free issue of material)

Name o	of the Supplier/ Application Ref. Number:	Annexure-E

### 1. ORGANISATIONAL SOUNDNESS

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Award ed
1	3.3	Year of commencement of business	≥5 years 1-5 years ≤1 year	3 2 0	3	
2.	4.1 to 4.5	Whether all relevant information submitted (Evaluation is to be based on available documents)	1 to 5		5	
3.	5.3	ISO 9001 Certified	Yes No	2	2	
4.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes No	-5 0	0	
5.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate Substantial Inadequate	4 2 0	4	
6.	6.3	Ratio Of Outsourced Cost to Total Production Value	<10% 10 to 30 % > 30%	2 1 0	2	
7	6.4	Power backup	Yes No	2	2	
8.	7.1	Relevant inspection & Testing Facilities	Adequate Substantial Inadequate	4 2 0	4	
	_1	TOTAL			23	

# 2. FINANCIAL INFORMATION

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Award ed
1	8.1	Growth of Net worth over previous year for last three years (On yearly basis for last four years)	For every year of positive growth Net Worth same as preceding year For every year of negative growth	2 marks/year 1 mark/ year 0 mark/year	9	
2.	8.6	Growth in Sales over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth	3 marks/year 2 mark/year 0 mark/year	9	



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(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator with free issue of material)

Name of the Supplier/ Application Ref. Number:	Annexure-E

SNO	Clause in SRF	Parameter	Criteria		Max. Mark	Marks Awarded
3.	8.7	Profit before Tax over previous year for last three years (On yearly basis for last four years)	For every year of positive growth (>5%) For every year of positive growth (≤5%) For every year of negative growth For every year of loss	3 marks/year 2 mark/year 0 mark/year -1 mark/year	9	
4.	8.8	Contingent liability more than 50% of net worth	Yes -3 No 0		0	
5.	8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other similar Govt. agency	Yes -5 No 0		0	
	•	TOTAL			27	

**Note:** If the supplier is new in business and does not have past data, then the evaluation will be done on the basis of information provided by the supplier and will be decided by MISCC/ SRC.

# 3. QUALITY SYSTEM

SNO	Clause in SRF	Parameter	Criteria			Max. Marks	Marks Awarded
1.	9.2.1	Process control	Work instruction	Yes	2	2	
			available	No	0		
			Record of process Contro	ol		2	
			Adequate		2		
			Inadequate		1		
			Not available		0		
2.	9.3	Manufacturing / Testing	Manufacturing Process	Yes	2	4	
		Procedure Qualification	workflow available	No	0		
			Testing Procedure	Yes	2		
			Qualification available	No	0		
3.	9.4	Personnel qualification	Record of PQR			2	
			Adequate		2		
			Inadequate		1		
			Not available		0		
4.	9.5	Calibration system	System	Yes	2	2	
			available	No	0		
			Record	Yes	2	2	
			available	No	0		
5.	9.6	System of Identification	Procedure	Yes	3	3	
		& Traceability of materials, tools, jigs, fixtures & processed components, etc.	available	No	0		
6.	9.8	System of NCR	System	Yes	1	1	
		disposition & corrective	available	No	0		
		preventive action	NCR registered			2	
			& resolved		2		
			NCR registered				
			& partially resolved		1		
			NCR not registered				
			or not resolved		0		



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(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator with free issue of material)

lame	of the S	Supplier/ A	pplicatio	on Ref. Numb	er:			Annexure 
	Clause	Т		1			Max.	Marks
SNO	in SRF	Paran	neter		Criteria		Marks	Awarded
7.	9.9	Customer co		System	Yes	1	1	
		handling sys	tem	availability	No	0	2	
				Complaints regis & resolved	sierea	2		
				Complaints regis				
				& partially resolv Complaints not r	ed	1		
				or not resolved	egistered	0		
8.	9.10	Safety meas	ures	System	Yes	1	1	
				available	No	0	1	-
				Record available	Yes No	1 0	1	
	1	ТОТ	AL	available	140	<u> </u>	25	
4.	TECH	HNICAL CO	OMPETE	NCE			<u> </u>	l
				Ma	ax. Marks(1)	М	arks obtai	ined(2)
A. C	ommon '	Technical (	Competer	nce	10/25			
					10/20			
certif	fied Asses	sor after eva	luation of s	C before sending supplier response	) <u>.                                    </u>			
	<u>SNO</u> (1)	<u>Param</u> (2)		Scoring criteria (3)	<u>a</u> <u>Maxir</u>	num Marks (4)	Marks obtaine (5)	
	***	<u>127</u>		<u>(O)</u>		<u>(+)</u>		107
		Sub-Tota	al		1	5		
тот	Δ1 -				25		1	١
		n by the co	ncerned	dept. before I	_	final recomn	ا nendation	<i>)</i> 15.
			Material					s. of
			Code.	Nos. of Exi	sting Suppli	ers in PMD	Sup	pliers
NO		terial					ur	nder
UNU	Desc	ription		Permanent	Trial	Dev.		ension
				1 Cilianent	mai	Dev.	(if	any).



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Annexure-E

(INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator with free issue of material)

Name of the Supplier/ Application Ref. Number:

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul> <li>Recommended : Permanent code</li> <li>/Development code/</li> </ul>
2.	Financial Information				Trial code
3.	Quality System	25	15		Not recommended
4.	Technical Competence	25	15		
	TOTAL	100	60		

### Registration Criteria:

SNO	Score	Recommendation
1.	More than 90	Registration under permanent status. Normally no visit is called for.
2.	>75 ≤ 90	Registration under permanent status. Supplier visit is preferable.
3.	≥ 60 ≤ 75	Registration under development/ trial status. Supplier may carry out suggested improvements as advised by MISCC. Supplier visit is mandatory.
4.	Less than 60	Not to be registered

<u>Note:</u> Non-Manufacturers (Dealer/ Trader/ Distributor/ Stockist/ Channel Partner/ Indian sales office or subsidiary of registered Foreign Principal/ Indian Agent etc.) are to be awarded marks on pro-rata basis (Sum of marks obtained out of a maximum marks of 25 i.e. Organisational Soundness: 13 marks & Financial Information: 12 marks will be converted on pro-rata basis, so as to compare from a max. marks of 100) and registered accordingly. Respective manufacturing works also to be recorded in PMD.

Signatures:	TCAs & Suppler Evaluation Te	eam (in case of visit)
1)	2)	3)
4)	5)	6)
Registration	is approved by MISCC for the f	ollowing:/rejected
Material Categ	gory:	
Item Code:		
PMD:		
Remarks: (if a	any):	



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Applicants need to comply with the requirements of the registration process. The information/documents furnished will be treated in strict confidence.

# **Instructions for filling the Registration Form**

- Supplier registration is only through online portal at https://supplier.bhel.in.
- All columns in the Registration Form are to be duly filled up. Indicate, 'NIL'/ 'Not Applicable', wherever details are not available or not relevant respectively.
- All sheets of the Registration Form are to be <u>signed & stamped/digitally signed</u> by the authorized signatory.
- Expeditious furnishing of any clarification/ information required during registration to be ensured, failure of which may affect the registration process.
- PO copies/ Experience certificates/ Test certificates or any other required document will be sent for verification to the concerned issuing authority. Registration will be liable to be cancelled if any document is found to be fake/ false/ forged on verification.
- Submission of fake/ false/ forged documents will invite action by BHEL as per extant Guidelines for Suspension of Business Dealings and Fraud Prevention Policy (both as available on www.bhel.com).
- Just submission of supplier registration form does not mean automatic registration. Registration shall be done, after due evaluation and will be intimated accordingly.
- For a document in language other than Hindi/ English, a self-attested English translated document to be attached.
- Class 3, Signing & Encryption Digital Signature has to be obtained.

### **DECLARATION**

(This declaration should be signed by the Proprietor/ Partner/ Director)

the information furnished and attachm  I/ we are aware that any false informa  application for registration. I/ we shall  who has signed this application and o  by us in his place, whether or not	declare and confirm that ents submitted with the application are true and correct. tion provided herein will result in the rejection of my/ our be bound by the acts of the duly authorized signatory, f any other person, who in the future, may be appointed an intimation of such changes has been given. I/ we be BHEL any changes in the conditions or working of the
BHEL's drawings & specifications sha	also give the undertaking that all not be used in any way detrimental to the interest of ial, product or services directly or indirectly to any other
	erstood that action can be taken as per extant guidelines with Supplier/ Contractor and Fraud Prevention Policy
/ Weagree to participate	e in E procurement as and when required by BHEL.
Name:	Position:
Date & Place:	Signature along with Office Seal:

• Scanned (Hard/ digitally) copy of declaration signed by the Proprietor/ Partners/ Director and/ or authorized signatory, who has the authority to do so, is to be uploaded.



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PART- A: ORGANISATIONAL SOUNDNESS 1.0 ORGANISATIONAL INFORMATION 1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED 1.2 REGISTERED OFFICE **ADDRESS** Tel: Landline Fax Website 1.2 Correspondence address & Telephone no for: WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1: WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2: WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N: 1.3 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH **BROCHURES & CATALOGUES)** SNO. DESCRIPTION SIZE & RANGE MANUFACTURING WORKS/ STANDARD DIVISON (IS/ DIN/ BS/ ASME ( as per cl 1.2) etc.) 2.0 GENERAL INFORMATION 2.1 DETAILS OF MARKETING REPRESENTATIVE 2.2 DETAILS OF INDIAN REPRESENTATIVE, (OUTSIDE INDIA, IF ANY): IF. ANY: ( Attach authorization letter ) Name Designation E-Mail Tel: Landline Mobile Fax



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2.3 NAME & CONTACT DETAILS OF CHIEF EXECUTIVE:						
2.4 DIRECTORS / PARTNERS	S/ PROPRIETOR IF	25 IF	ANY EX-BHEL PI	RSONN	FI IS	
RELATED TO ANY BHEL			//IN EX BILLE ! !			
Name of BHEL Employee			of Ex. BHEL			
1 - 7		Employ	/ee			
Staff No.& Designation			o.& last			
<u> </u>			ation held			
Unit & Department		Place	of last posting			
			Dept. )			
Relationship			fleaving			
		Service	e from BHEL			
3.0 OWNERSHIP INFORMATI	ON	•	•			
2.4 Noture of Dusiness						
3.1 Nature of Business						
Tick that is applicable:						
• • • • • • • • • • • • • • • • • • • •	Concultant/ EDC Cont	rootor/ S	votom Intogrator /	`		
<ul> <li>Manufacturing Unit/ Engg.</li> </ul>				)	,	
Dealer*/ Trader*/ Distributo     *Non-Manufacturer reads to see			• .	• `	)  :-!:ta.a.:a.a.a.a.a.a	
*Non-Manufacturer needs to so as rights granted by respective						
	OEIVIS to them. i.e. to	Tiegoliai	e/ quote/ supply/ a	itei saies	Service etc	
3.2 Year of Establishment						
3.3 Year of Commencement of	Business					
<b>0.4</b> D ( )	. ,					
<b>3.4</b> Report from third party bus						
eg. Dun & Bradstreet/ Credit R	etorm Etc.					
(MANDATORY) 3.5 Port of Loading						
3.3 Port of Loading						
3.6 Nearest Airport						
3.7 Production Capacity per Ar	num (details of releva	nt maior	manufacturing/ tes	sting facili	ities to be	
furnished)	mam (aotano or roiova	nt major	manaraotamig, to	ing raom		
,						
3.8 Name (s) of Bankers						
` ,						
(Englace banker's cortificate of	artifying araditworthing	20)				
(Enclose banker's certificate ce	ertifying creditwortnines	SS)				
4.0 IF REGISTERED WITH A	NY OF BHEL UNITS					
Name of BHEL unit						
Name of BHEL unit						
Common/ Unit Supplier Identifi		ode				
Items for which supplier is regis			Item 1		Item 2	



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5.0 FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS								
	Parameter	Year 1	Year 2	Year 3	Year 4			
	Farameter	(Years in ascending order, Money value in Rs. Lakhs)						
5.1	Turnover							
5.2	Profit After Tax							

Audited copies of annual reports/ complete set of annual accounts for the last four years (or from date of incorporation whichever is less) are to be submitted.

6.0 QUALITY MANAGEMENT SYSTEM			
6.1 Whether Supplier is ISO 9001 Certified	YES (Enclose Certificate)		
	NO (Enclose Quality Management System/		
7.0 EXPERIENCE LIST	Written down Procedure)		
Attach list of present customers with name & addr			
item/ equipment for which registration has be have continuous business since last three years.	een sought and with whom you		
8.0 ANY OTHER INFORMATION:			
9.0 LIST OF ENCLOSURES (Brochures, Catalogues, Te	ochnical Literature Etc.)		
	ormoar Enerature Etc.).		
i)			
ii)			
iii)			
IV)			
	Cianatura 9 Caal		
	Signature & Seal (Authorized Signatory)		
E – Mail:	Name:		
Telephone: (landline):	Designation:		
	-		
Mobile:			
Date:			

Annexure-G

# (To be executed on Non-judicial Stamp Paper for an appropriate value. To be stamped as an agreement)

(For Suppliers on Unit's/Division's PMD)

# Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the	day of (month)	20 ("Effective
Date") by and between	TED having magistaned at	ffice of "DHEL House"
M/s BHARAT HEAVY ELECTRICALS LIMIT Siri Fort, New Delhi – 110049 (India), acting thr		
referred to as "BHEL" or "the Company").	ough its o	int (neremarter may be
* • *	nd	
M/s	(address)	
M/srepresented by authorized representative Srireferred to as the "Supplier").		(herein after
The Supplier and the Company may, unless collectively referred to as "Parties" or singly as the		requires, hereinafter be
Whereas, BHEL is engaged in the design, engommissioning and servicing of a wide range sectors of the economy, viz. Power, Transmission Oil & Gas and Defence and providing associate which BHEL/its affiliates own valuable informat Whereas the Company may, in connection with the placed upon the Supplier, or otherwise, fulformation as is defined hereunder.	of products, systems an on, Industry, Transportat ated services to varied c ion of a secret and confid Contract(s) (as defined	d services for the core ion, Renewable energy, sustomers in relation to dential nature. hereunder) placed or to
And Whereas BHEL is willing to provide such to time and the Supplier understands and ack valuable for the Company and as such is willing subject to the terms and conditions set out hereum	enowledges that such Te	echnical Information is
Now therefore, in view of the foregoing premise and agreements hereinafter set forth, the Parties a		of the mutual covenants

### 1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. "Contract" means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. "Effective Date" means the date of this Agreement as mentioned in the preamble of this Agreement.

Annexure-G

- C. "Supplier" includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. "Technical Information" includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
- E. "Intended Purpose" means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
- F. "Improvement" includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
- 2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
- 3. Agreement deemed to be incorporated in each Contract: Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

# 4. Ownership:

- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent,

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

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

# 5. <u>Use and Non-Disclosure</u>:

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

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5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

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

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

### 6. Exceptions:

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

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ----- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ----- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

### 8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.
- d)The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or

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

- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.
- **9.** Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9(f) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

### 10. Arbitration & Conciliation:

- a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for the time

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

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

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

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

# 11. Governing Law & Jurisdiction:

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

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

**SIGNATURE** 

W	ITN	ESS	ES
1			

Name Address:

2. Name: Address:

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### Annexure-H

# (Applicable only for MSE Suppliers)

# **Certificate by Chartered Accountant on letter head**

This is to Certify that M/S		
(hereinafter referred to as	'company') having its registered office at s registered under MSMED Act 2006, (Entrepreneur	
Memorandum No (Part-II)		
dtd:, Category:	(Micro/Small)). (Copy enclosed).	
	counts that the investment of the company as per the as per MSMED Act 2006 is as follows:	
	estment in plant and machinery (i.e. original cost excluding by the Ministry of Small Scale Industries vide its notification	
	nt in equipment (original cost excluding land and building and related to the service rendered or as may be notified under the MSMED	
(Strike off whichever is not applicable)		
	Lacs is within permissible limit of	
applicable) and the date of graduation of (dd/mm/yyyy) which is within the pe	m its original category (Micro/ Small) (Strike off which is not f such enterprise from its original category iseriod of 3 years from the date of graduation of such as notified vide S.O. No. 3322(E) dated 01.11.2013 ated 04.11.2013 by Ministry of MSME.	
Date:		
Name :	(Signature)	
Membership number:	Seal of Chartered Accountant:	

# **NOTES**



# Creating BHF of tomorrow



# **BHARAT HEAVY ELECTRICALS LIMITED**

Regd. Office: BHEL House, Siri fort, New Delhi - 110049, India Website: www.bhel.com

















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