Tender Reference Number: CF-TS-001-21-22

Tender ID : **2021_BHEL_6205_2**

Name of Work : Construction of Boundary Wall of 0.888 kms (888 RM) around BHEL Complex, Trichy.

Reason for Corrigendum :

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
1	Page No. 3 of 29 in Part-I Technocommercial Bid QB B1 of NORMS FOR QUALIFICATION FOR THIS TENDER	Similar works means any civil works etc.	Similar works means "Construction of Major Buildings, ware houses, stores, hospitals, hostels, bridges, shopping complexes, office complexes, RCC water tanks, Reservoirs, etc." (Experience proof from BHEL shall contain work order copies. Experience proof from other than BHEL shall contain work order copies along with Work completion certificate which will be cross verified by BHEL with issuing authority. In case of Non-availability of work completion certificate, Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed may be considered for qualification).

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
2	Page No. 17 of 29 in Part-I Technocommercial Bid QB)	5. Risk & Cost Clause In case the works are executed at the risk and cost of the contractor by engaging alternate agency, 30 % overheads shall be recovered from the defaulted contractor, if the works are carried out at the same awarded rate. If any additional expenditure incurred over contract rate the same shall be recovered from the contractor. In addition, 30 % overheads against actual cost incurred (i.e. Contract rate + Additional cost) will also be recovered from the contractor.	Clarification 4 (below) shall be referred.
3	Page No. 2 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	 i. Empty cement gunny bag Rs.1.25 + ST and SC / each ii Empty Polythene bag Rs. 0.50 + ST and SC / each iii Empty paper bag Rs. 0.25 + ST and SC / each. 	i. Empty cement gunny bag Rs.1.25 + Applicable GST / each ii. Empty Polythene bag Rs. 0.50 + Applicable GST / each iii Empty paper bag Rs. 0.25 + Applicable GST / each

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	Maintenance Contracts: 1) There exist five different work areas (North, South, External, SSTP & Unit II) in the factory complex and 8 Sectors (A, B, C, D, E&R and K&N) in Township complex. Hence, the contractor shall ensure that himself or his authorised representative visits and meets the Engineer in-Charge of the respective areas where work is allocated to the contractor to receive work instructions / complaints on daily basis by 8:00 A.M / 9:00 AM as instructed by Engineer-in-charge. 2) If the Contractor / his representative fails to turn up to the office of the Engineer in-charge to receive the complaints / instructions by 09:00 AM, it will be considered as "Absent" and recovery for non-deployment of supervisor will be levied at the prevailing minimum wages (including statutory requirements i.e. PF, ESI, etc.) and BHEL Additional Wages along with additional 5 % over heads will also be recovered from the date of LOI. 3) Sub work orders will be issued through e-mail under this contract with specific completion period. Sub work orders will be classified as "Maintenance" and "other" works.	Maintenance Contracts: 1) There exist five different work areas (North, South, External, SSTP & Unit II) in the factory complex and 8 Sectors (A, B, C, D, E&R and K&N) in Township complex. Hence, the contractor shall ensure that himself or his authorised representative visits and meets the Engineer in-Charge of the respective areas where work is allocated to the contractor to receive work instructions / complaints on daily basis by 8:00 A.M / 9:00 AM as instructed by Engineer-in-charge. 2) If the Contractor / his representative fails to turn up to the office of the Engineer in-charge to receive the complaints / instructions by 09:00 AM, it will be considered as "Absent" and recovery for non-deployment of supervisor will be levied at the prevailing minimum wages (including statutory requirements i.e. PF, ESI, etc.) and BHEL Additional Wages along with additional 5 % over heads will also be recovered from the date of LOI. 3) Sub work orders will be issued through email under this contract with specific completion period. Sub work orders will be classified as "Maintenance" and "other" works.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	4) The contractor shall commence the works immediately after the issue of Sub work order issued through email. If the contractor fails to commence the work even after lapse of 7 days from issue of sub work order through email, a penalty of Rs 1000/- per day of delay will be imposed from 8th day onwards if the delay is attributable to the contractor. If the contractor fails to commence the works even after 14 days from the date of issue of sub work order through email, the engineer in-charge may cancel the sub work order and execute the same, by engaging alternate agency at the risk and cost of the contractor without any further notice. 5) For the sub work orders classified as "Other" a) Immediately after issue of "Other" category sub work order and before work is to begin, the Engineer-in-charge and the Contractor shall agree to a Time and Progress Chart with due consideration of completion date given in the sub work order. In any case the completion date given in the sub work order can't be extended without proper approval from the competent authority which has to be substantiated with documents such as Hindrance register etc., Hindrance register shall be maintained by Engineer in Charge.	6)—The contractor shall commence the works immediately after the issue of Sub work order issued through email. If the contractor fails to commence the work even after lapse of 7 days from issue of sub work order through email, a penalty of Rs 1000/- per day of delay will be imposed from 8th day onwards if the delay is attributable to the contractor. If the contractor fails to commence the works even after 14 days from the date of issue of sub work order through email, the engineer in-charge may cancel the sub work order and execute the same, by engaging alternate agency at the risk and cost of the contractor without any further notice. 5)—For the sub work orders classified as "Other" a)—Immediately after issue of "Other" category sub work order and before work is to begin, the Engineer-in-charge and the Contractor shall agree to a Time and Progress Chart with due consideration of completion date given in the sub work order. In any case the completion date given in the sub work order can't be extended without proper approval from the competent authority which has to be substantiated with documents such as Hindrance register etc., Hindrance register shall be maintained by Engineer in Charge.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	 b) In the absence of any specific Time and Progress chart to be agreed between the Contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the other category sub work order and that the proportion of work completed up to any time in relation to the entire work to be under the sub work Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the other category sub work order. c) If the contractor fails to complete the "other" category sub work orders within the stipulated completion date as mentioned in the sub work order or as per the due date for completion as approved by the Engineer in-Charge, which is binding both the parties, Liquidated Damage will be imposed (Ref Clause 7). 6) For the sub work orders classified as "Maintenance" a) The Maintenance complaints under maintenance category sub work orders have to be attended / resolved at the end of day or within the time as decided by the Engineer in charge. 	b) In the absence of any specific Time and Progress chart to be agreed between the Contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the other category sub work order and that the proportion of work completed up to any time in relation to the entire work to be under the sub work Order shall not be less than the proportion that the time clapsed bears to the total time of completion provided in the other category sub work order. c) If the contractor fails to complete the "other" category sub work orders within the stipulated completion date as mentioned in the sub work order or as per the due date for completion as approved by the Engineer in-Charge, which is binding both the parties, Liquidated Damage will be imposed (Ref Clause 7). 6) For the sub work orders classified as "Maintenance" a) The Maintenance complaints under maintenance category sub work orders have to be attended / resolved at the end of day or within the time as decided by the Engineer in charge.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
No. 4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	b) If the contractor fails to complete the maintenance complaint within the completion schedule as communicated by Engineer-in-charge under Maintenance category work, the engineer in-charge shall attend the complaint by engaging alternate agency without any further notice. A penalty shall be recovered from the defaulting contactor as given below. Penalty Amount = [(A-B) + (A x H/100)] Where, A = Value of work executed by engaging alternate agency. B = Value of Work as per awarded rates to the defaulting contractor H = Overhead Factor to be taken as 5. In case (A-B) is less than 0 (zero), value of (A-B) shall	b) If the contractor fails to complete the maintenance complaint within the completion schedule as communicated by Engineer-in-charge under Maintenance category work, the engineer in-charge shall attend the complaint by engaging alternate agency without any further notice. A penalty shall be recovered from the defaulting contactor as given below. Penalty Amount = [(A-B) + (A x H/100)] Where, A = Value of work executed by engaging alternate agency. B = Value of Work as per awarded rates to the defaulting contractor H = Overhead Factor to be taken as 5. In case (A-B) is less than 0 (zero), value of (A-B) shall
		be taken as 0 (zero).	be taken as 0 (zero).
		When the cumulative penalty amount imposed under any "Maintenance" category sub work order for not	When the cumulative penalty amount imposed under any "Maintenance" category sub work order
		attending any complaint / delay in attending	for not attending any complaint / delay in attending
		complaint exceeds 5 % of that particular Sub work order value, the Engineer in charge may cancel that	complaint exceeds 5 % of that particular Sub work order value, the Engineer in charge may cancel that
		sub work order & execute the same at risk & cost of	sub work order & execute the same at risk & cost of
		contractor without any further notice.	contractor without any further notice.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	a) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage at the rate of 1% of Sub Work order value per week or part thereof delay subject to a maximum of 10 % of Sub Work order value. b) Sub Work order value - Value for this purpose, shall be the final executed value only, by the contractor. c) if the contractor fails to complete the other category sub work orders for reasons of delay, attributed to the contractor, where delay occurred is such that i. even after the imposition of LD at 10 % (or) ii. with delay period attributable to the contractor has equalled / exceeded half the original delivery period specified in the sub work order. whichever among the above is earlier, the engineer in-charge may cancel the sub work order and execute the balance work by engaging alternate agency at the risk and cost of the contractor.	a) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage at the rate of 1% of Sub Work order value per week or part thereof delay subject to a maximum of 10 % of Sub Work order value. b) Sub Work order value - Value for this purpose, shall be the final executed value only, by the contractor. c) if the contractor fails to complete the other category sub—work orders for reasons of delay, attributed to the contractor, where delay occurred is such that i. even after the imposition of LD at 10 % (or) ii. with delay period attributable to the contractor has equalled / exceeded half the original delivery period specified in the sub-work order. whichever among the above is earlier, the engineer in-charge may cancel the sub-work order and execute the balance work by engaging alternate agency at the risk and cost of the contractor.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	Risk & Cost Clause Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: a) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period (#) considering contractors performance of execution. b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. c) Non completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor. d) Termination of Contract on account of any other reason (s) attributable to Contractor. e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. f) Non-compliance to any contractual condition or any other default attributable to Contractor. g) Non Commencement of Work within the period as mentioned in the contact. h) If Penalty Amount exceeds 5 % of Sub work order value for the Maintenance category of Sub work orders (Ref clause 6).	Risk & Cost Clause Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: a) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period (#) considering contractors performance of execution. b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. c) Non completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor. d) Termination of Contract on account of any other reason (s) attributable to Contractor. e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. f) Non-compliance to any contractual condition or any other default attributable to Contractor. g) Non Commencement of Work within the period as mentioned in the contact. h) If Penalty Amount exceeds 5 % of Sub-work order value for the Maintenance category of Sub work orders (Ref clause 6).

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	# In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A = Value of Balance scope of Work/ Supply (*) as per rates of new contract B = Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of Sub work order i.e. inclusive of PVC & ORC, if any H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work / supply) NOTE: Incase portion of work is being withdrawn, Sub work order quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. Difference of Sub work order Quantities and Executed	#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A = Value of Balance scope of Work/Supply (*) as per rates of new contract B = Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of Sub work order i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/supply) NOTE: Incase portion of work is being withdrawn, Sub work order quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. Difference of Sub-work order Quantities and Executed
		Quantities as on the date of issue of Letter for 'Termination of Sub work order', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.	Difference of Sub-work order Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Sub-work order', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
		Sub work order quantities are the quantities as per original Sub work order. If, Sub work order has been amended, quantities as per amended Sub work order shall be considered as Sub work order Quantities. Items for which total quantities to be executed have exceeded the Sub work order Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be Sub work order quantities.	Sub-work order quantities are the quantities as per original Sub-work order. If, Sub work order has been amended, quantities as per amended Sub-work order shall be considered as Sub work order Quantities. Items for which total quantities to be executed have exceeded the Sub-work order Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be Sub work order quantities.
4	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS	Substitute / extra items whose rates have already been approved would form part of Sub work order quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of Sub work order quantities for this purpose and rates of such items shall be determined in line with contractual provisions.	Substitute / extra items whose rates have already been approved would form part of Sub-work order quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of Sub work order quantities for this purpose and rates of such items shall be determined in line with contractual provisions.
		However, increase in quantities on account of additional scope in new contract shall not be considered for this purpose.	However, increase in quantities on account of additional scope in new contract shall not be considered for this purpose.
		In addition to Penalty (If any) Risk & cost, LD for completed work as spelt in Clause 9 shall also be levied.	In addition to Penalty (If any) Risk & cost, LD for completed work as spelt in Clause 9 shall also be levied.

		9) LD against delay in executed work/supply in case of Termination of Contract	9) LD against delay in executed work/supply in
			case of Termination of Contract
4 A	Page No. 4 to 7 in SPECIAL AND GENERAL CONDITIONS OF CONTRACT FOR TENDER OOCUMENTS	termination of Sub work order = X iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of Sub work order = Y iv) Delay in executed work/supply attributable to contractor i.e. $T2 = (1 - (X / Y)) \times T1$ d) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as delay	a) LD against delay in executed work shall be calculated in line with LD clause of the contract for the delay attributable to contractor. b) For this case, Contract value shall be taken as Executed Value of work for the purpose of limiting maximum LD value. c) Method for calculation of "LD against delay in executed work" is given below. i) Let the time period from scheduled date of start of work till termination of Sub work order excluding the period of Hold (if any) not attributable to contractor/supplier= T1. ii) Let the value of executed work till the time of termination of Sub work order = X iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of Sub work order = Y d) Delay in executed work/supply attributable to contractor i.e. T2 = (1 - (X/Y)) x T1 e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as delay attributable to contractor.

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
5	Page No. 12 in STANDARD CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS OF CIVIL NGINEERING DEPARTMENT	92. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS: Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on http://www.bhel.com on "supplier registration page". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/Enquiry. The said Guidelines are available at http://www.bhel.com/vender registration/pdf/Suspensionguidelines bridged.pdf The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."	Refer Page No. 14 to 27 of this document
6	Page No. 23 in STANDARD CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS OF CIVIL NGINEERING DEPARTMENT	22. If, in case of opening of price bids, when there is a Tie in the percentage rates quoted by the tenderers, the ranking will be decided based on Lot System, in the presence of the bidders who witness the price bid opening.	22. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by oliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

Sl. No.	Tender Clause	As per Tender Document	Shall be Read as
7	Page No. 25 in STANDARD CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS OF CIVIL ENGINEERING DEPARTMENT	-	Below points added 10.4) Time period for payment of 50% of Security Deposit shall be intimated vide e- mail after completion of RA. 10.5) Any delay Beyond the given time period shall attract penalty as in clause 10.1
8	Part-I Technocommercial Bid (QB)	-	Detailed Drawings added in page No. 28 & 29 of this Document 1. TYPICAL CROSS SECTION OF BOUNDARY WALL (AS BUILT) – Drawing No. 4-TP-CEG-02014 2. DETAILS OF PILES AND GRADE BEAMS - Drawing No. 2-TP-CEG-02993



(AA/MM/SB/01 Rev: 02)

Dated 22.07.2016

Amdt. 01 issued on 06.11.2018 Amdt. 02 issued on 08.01.2020

SOURCING STRATEGY & POLICY CORPORATE OPERATIONS MANAGEMENT

BHARAT HEAVY ELECTRICALS LIMITED NEW DELHI



Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

PREAMBLE

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all BHEL units/ divisions/ regions (here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/ contractors. Based on these guidelines, Units may issue working instructions.

SCOPE

- **a.** For the purposes of these Guidelines, Company means the Bharat Heavy Electricals Limited.
- **b.** These Guidelines will be applicable to Supplier (which will include vendors, suppliers and contractors) i.e. to say:
 - i. An entity that has applied for registration in any Unit of the Company for any material/service category.
 - ii. A bidder in a tender notified by the Company;
 - iii. An entity which has been awarded a contract.

Note: The term "Tender" or "Contract" referred to in sub-clause (ii) and (iii) as above, refers to tender or contract notified or awarded, as the case may be, by the Company, in terms of the Purchase Policy or the Works Policy of the Company.

- c. Any action under these Guidelines shall be without prejudice to all remedies available under the contracts with the Suppliers or other legal provisions.
- d. If a Supplier, who has participated in a tender/ entered into a contract with BHEL as an Agent/ Trader/ Dealer/ Stockist/ Distributor/ Channel partner etc. (hereinafter referred to as Agent) of an identified Principal/ OEM/ Mills/ Works/ Plants (hereinafter referred to as Principal) for that bid/ contract, then action as per these guidelines can be undertaken against the Principal as well as Agent as appropriate.
- **e.** In case of the supplier being a Sole Proprietorship firm or a Partnership firm, action under these Guidelines shall be taken against both:





i. The Sole Proprietorship firm and the Sole Proprietor; or, as the case may be;

ii. The Partnership firm and all the partners thereof.

Accordingly, action will be taken under these guidelines against any other Sole Proprietorship firm owned by the same Sole Proprietor. Similarly action under these guidelines will also be taken against another Partnership firm comprising of the same or some of the same Partners (but not including any new Partner) or a Sole Proprietorship firm owned by the same Partner(s).

- f. In respect of consortiums and unincorporated Joint Ventures/ Association of Persons (AOP)/ Body of Individuals (BOI), action under these guidelines shall be taken against the defaulting consortium partners and defaulting members of the unincorporated Joint ventures/ Association of Persons (AOP)/ Body of Individuals (BOI).
- g. In case of Development/ Trial orders, clause 1.1.1 i) and clause 1.1.1 iii) would not be applicable. In addition, for Development orders, clause 1.1.1 ii) and clause 1.1.2 iii) would also not be applicable. These cases are to be dealt with in accordance with the extant Supplier Evaluation, Approval & Review Procedure (SEARP).

1.0 Suspension of business dealing with Suppliers

The following category of suspensions have been provided in these guidelines depending upon the gravity of the omission or commission by the Supplier.

- a. Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.
- b. Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years
- c. Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.

The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:

1.1 Hold

1.1.1 Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if

in the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.





Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.

- ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that
 - a) prescribed maximum LD time limits of the contracts is exceeded or
 - b) delay period has equaled/ exceeded half the original delivery period specified in the contracts

whichever among the above is earlier.

iii)

- a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.
- b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).

Note: – for (b), No specific period of hold shall be applicable.

iv) Supplier works are under strike/ lockout for a period of more than three months.

1.1.2 Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if

- i) Supplier tampers with tendering procedure affecting ordering process.
- ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.
- iii) after placement of order, Supplier fails to execute the contract.
- **iv)** within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.
- **v)** Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
- **vi)** After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.



Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

1.2 Banning across BHEL shall be imposed in following cases, if

1.2.1

- i) ------Blank-----.
- Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.
- iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.
- **iv)** Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.
- v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.
- vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- **vii)** Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
- viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
- ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
- **1.2.2** A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.
- Reason(s) for putting a Supplier under hold/ ban as above are only illustrative and not exhaustive. Depending upon the gravity, the competent authority may decide to put a Supplier under hold/ ban for any other adequate and sufficient reason. However, such reason(s) shall require prior approval of Director (E, R&D) with Unit Head recommendation.
 - 2.1 There would be no bar on procuring the OEM spares and awarding contracts towards AMC/ O&M/ Repair works from Suppliers under suspension.



Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

However, this is to be done in exceptional cases (which are proprietary in nature) with due justification and approval of Unit Head.

3.0 Procedure

- 3.1 The recommendations for suspension of business and/ or its restoration shall be made by committees constituted as under:
 - **3.1.1** For hold for specific item(s)/ material category(ies)/ type of work(s)/– product-wise standing committees will be constituted by Product Manager/ MM Head in each Unit (Head Purchase/ sub-contracting (in case of Regions)) consisting of members from MM, Quality & Indenting deptt.

Note: Material Identification & Supplier Control Committee (MISCC) of the respective product/ Supplier Registration Committee (SRC) can also function as standing committee with the approval of Product Manager/ MM Head. MM representative shall act as convener of the committee.

- 3.1.2 For initiation of hold across unit or Banning Unit level committee {which will normally consist of Product Manager/ Project Head, MM Head /(Head Purchase/ sub-contracting (in case of Regions)), Quality Head and Finance Head} will be constituted by Unit Head. MM Head/ Head Purchase/ sub-contracting (in case of Regions) shall act as convener of the committee.
- 3.2 As soon as the default/ misconduct of the supplier comes in to the notice of concerned executive, the same shall be immediately communicated to the convener of the respective committee to take action. The respective committee will consider relevant aspects as stated in clauses 1.0 and 2.0 hereinabove. If prima-facie evidence or sufficient grounds exist for suspension, a 'show-cause notice' vetted by unit law department shall be issued by the convener of the respective committee to the Supplier giving a notice period of 15 days. To enable the Supplier to understand and reply to the notice, the 'show-cause notice' shall briefly mention the facts of the matter stating that an action under these guidelines has been proposed. A time limit of 15 days from the date of issue of registered/ speed post communication shall be given to the Supplier to reply.
- 3.3 In the decisions of the Committee(s), the responsibility of individual members will be confined to their specific area/ function with collective responsibility for the final recommendations.

3.4 Interim Suspension:

In appropriate cases for justifiable reasons, fresh enquiries (including consideration of existing offers) can be stopped by the Unit with the approval





of the authorities mentioned as follows from the date of issue of show-cause notice pending final decision by the competent authority. In case a Supplier submits a representation requesting for lifting of the Interim Suspension, then, the same shall be considered and disposed of by the authority which imposed the Interim Suspension within not more than 15 days from the date of receipt of such representation.

Authority for imposing Interim Suspension:

- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) - Product Manager/ MM Head/ Head Purchase or subcontracting in case of regions.
- b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) Unit Head
- c) Banning across BHEL Unit Head

Note: Amongst others, in cases where recommendation for suspension of a supplier has been received from CBI/ Vigilance or any other investigating agency or the cases covered under clause 1.1.1 i), the supplier may be immediately put on Interim Suspension for all fresh enquiries in the concerned unit pending final decision by the competent authority.

- 3.5 Where, a Supplier has been placed under Interim Suspension as stipulated in para 3.4 as the case may be, copy of the 'show-cause notice' shall also be sent to Head, Supplier Development Cell (SDC)/ Supplier Registration Committee (SRC) for putting necessary system lock against the supplier indicating item(s)/ work(s)/ material category(ies) and hosting information on unit's intranet page.
- 3.6 If no response to the show cause notice is received from the Supplier within 15 days, the committee may decide to recommend suspension of business dealings or otherwise on the basis of the available evidence on record.
- **3.7** If the Supplier responds, the committee will consider the reply and recommend suspension or otherwise.
- 3.8 Before recommending suspension, personal hearing by the Committee would be provided to the Supplier, if so requested by the Supplier or if so required by the Committee. The minutes of the discussions shall be signed immediately with the supplier after conclusion of such discussions and placed in the file. In case, the supplier does not sign the minutes or, as the case may be, does not attend the personal hearing, then, record notes of discussion shall be issued to the Supplier on the same day duly recording such facts.
- **3.9** While taking any decision regarding suspension, BHEL's commercial interest may be kept in view.



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3.10 Unit recommendations/ approval regarding suspension or otherwise, shall necessarily be completed within two months from the date of issue of 'show-cause notice' to the Supplier. Prior approval of Unit Head is to be obtained by respective committee for any extended period for specified reasons under intimation to SDC/ SRC Head.

The recommendations of the Committee shall contain reasons and grounds establishing the specific default(s) of the Supplier based on analysis of the available records/evidence.

The matter will be placed before and dealt with by that Committee at the Unit level which has the power to recommend the type of suspension applicable for the alleged act or omission. The Committee before which a matter is placed will satisfy itself in this regard at the outset.

In case more than one act or omission is alleged to have been committed by the Supplier, then, the case shall be dealt with for all such acts or omissions together as a case of higher category of suspension (as applicable) and will be accordingly placed before the Committee competent to deal with the higher type of suspension. However, the suspension to be imposed on the Supplier will be as per the highest category of act or omission that is/are established ultimately.

- 3.11 Whenever a decision is taken for suspension, Head SDC/ SRC of the Unit shall inform the Supplier regarding (a) the reasons for suspension, (b) the period of suspension (c) that the onus shall be with the Supplier to inform BHEL regarding the corrective/ preventive actions taken to address the reasons which has led to its suspension and the hold/ ban will not be lifted automatically after the period mentioned in the order.
- 3.12 All recommendations/ approvals for imposing/ lifting of suspension of business dealings with Suppliers processed at unit level shall be with financial concurrence (one step lower as is being exercised for proposals under the Purchase Policy/ Works Policy). Similarly, cases which require approval of Director (E, R&D) shall be with financial concurrence.
- 3.13 Competent authority for Imposition/ Lifting of suspension (refer clause no. 11.0)
- 3.13.1 Decision for putting a supplier on Hold for a specific item(s)/ material category(ies)/ type of work(s) will require the approval of Product Manager/ MM Head of the Unit/ Head Purchase/ sub-contracting (in case of Regions). Hold within unit for all item(s)/ material category(ies)/ type of work(s) will require the approval of Unit Head.
- **3.13.2** For Banning or not banning, proposal vetted by Unit Law Department, routed through SDC/ SRC Head duly recommended by Unit Head shall be



forwarded to Head/ Corporate MM. The checklist as per Annexure-I would form part of such proposal from the Unit. The recommendations for banning or otherwise (i.e. not banning) shall be put up by Corporate MM to Director/E, R&D for approval with financial concurrence within a month of receipt of complete proposal from the Unit. However, such proposals from the units/regions/ divisions, not directly reporting to CMD, shall be routed through concerned Director before it is put up to Director/E, R&D for approval.

Note 1: Proposal may be initiated by the Convenor of the respective Committee and recommendations of other members of the Committee may be obtained by 'CIRCULATION OF FILE' to expedite finalization of recommendations.

Note 2: In cases of Fraud (as defined in the Fraud Prevention Policy), unit may also consider appropriate action as per BHEL's Fraud Prevention Policy. In addition, if misappropriation/ forgery is established, unit in consultation with unit law department to consider filing of police complaint/FIR.

3.14 Time Period for completion of suspension cases proceedings: Time period for completion of activities for suspension cases shall be as per the following table:

Type of Suspension	Unit I	evel	Corporate office		
	Activity	Time period	Activity	Time	
				period	
Hold within the unit for specific	Completion of	2 months from			
item(s)/ material category(ies)/	suspension	the date of			
type of work(s) for one year.	proceedings.	issue of show			
		cause notice.			
Hold within the unit for all	Completion of	2 months from			
item(s)/ material category(ies)/	suspension	the date of			
type of work(s) for two years	proceedings.	issue of show			
		cause notice.			
Banning across BHEL for all	Forwarding the	2 months from	Completion of	1 month	
items/ material category(ies)/	case to	the date of	suspension	from the	
type of work(s) for three years.	Corporate MM	issue of show	proceedings.	date of	
	by Unit Head	cause notice.		receipt of	
				complete	
				proposal	
				at	
				Corporate	
				Office.	

Note: At unit level, Prior approval of Unit Head is to be obtained for any extended period beyond the defined period of 2 months.





4.0 The suspension order shall be for a specified period, as given in table of clause 11.0.

The suspension order shall become effective from the earlier of the following events:

a) the date of its issuance;

Or.

b) In case fresh enquiries have been put on Interim Suspension as stipulated in para 3.4 then, from the date when the Interim Suspension was implemented.

5.0 Contractual obligations:

- 5.1 Treatment of Contracts with Suppliers in Hold cases (applicable for the user unit only):
- **5.1.1** Contracts already entered into with a Supplier before the date of issue of the order of Hold shall not be affected.
- 5.1.2 Depending upon the type of hold, in ongoing cases where Techno-commercial Bids are under evaluation and any of the participant Supplier has been put on Hold, then the tender may be processed excluding the bid of that Supplier. However, if Price Bid has been opened and that Supplier happens to be L-1, then re-tendering is to be resorted to, excluding the Supplier.
- **5.1.3** The case of running framework agreement (FA) where multiple POs are placed against a single FA and if the Supplier has been put on hold, further purchase orders against this FA are not to be placed on the Supplier during the period of hold depending on the type of hold.
- 5.2 Treatment of Contracts with Suppliers in Ban cases (applicable across BHEL):
- **5.2.1** All existing contracts with the banned Supplier shall normally be terminated by BHEL. Under extraordinary circumstances where commercial/ technical compulsions require the continuance of the existing contracts with the banned Supplier, due to BHEL's own contractual obligations, the specific approval of Director/ E, R&D shall be obtained.

Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.





6.0 Lifting of Suspension

Lifting of suspension will not be automatic on completion of specified period as causes for putting on suspension should be removed/ addressed before lifting of suspension. The Supplier, under suspension may submit explanations to the initiating unit regarding corrective/ preventive actions taken by him. On receipt of such intimation, the respective Product level Standing Committee/ respective MISCC/ Unit level Standing Committee will review the same within one month and may recommend for lifting the suspension, if considered appropriate. Proposals which require approval at Corporate office shall be routed through Unit head. However such proposals from the units/ regions/ divisions, not directly reporting to CMD, shall be routed through concerned Director before it is put up to competent authority.

- 6.1 In exceptional cases, on emergence of any new fact related to the basis of suspension or commercial consideration, lifting of suspension could be considered before the period of suspension is over, by the competent authority with recorded reasons. Such proposals which require approval at Corporate office shall bear specific recommendation of unit head. However, proposal for lifting of i) Hold within the unit for all item(s)/material category(ies)/ type of work(s) and ii) Banning shall not be considered during the initial period of one year from the effective date of suspension.
- **6.2** Cases where Supplier has been put on hold based on SPR, future performance would be calculated from the date hold has been lifted
- 7.0 The competent authority for imposition and lifting of suspension shall be as per column (4) and (5) of Table at clause 11.0.
- List of suppliers under hold within the unit (imposition as well as lifting), shall be hosted on the concerned unit's intranet page freely accessible to all units through a link to Corporate MM intranet. Other units may assess for themselves the need to follow suit or otherwise.
- **9.0** List of banned Suppliers shall be hosted on Corporate Office's MM intranet page and BHEL's website. The 'date of suspension' and 'period of suspension' along with following note shall be mentioned on the website:

'As per extant BHEL policy guidelines, the decision to lift the suspension/ otherwise will be considered only on receipt of communication from the Supplier to the respective BHEL unit, about corrective/ preventive actions taken, along with request to lift the suspension. Hence, suspension will continue till such time its name appears in above list.'

Corporate MM shall inform all units of BHEL regarding imposition/lifting of ban and update website accordingly.





- **9.1.** In order to prevent any inadvertent consideration of bids from Suppliers during the period of suspension, Units to ensure suitable system lock to prevent (a) issue of enquiry in case of limited/ single tenders, and (b) opening of price bid / placement of Purchase Order or Works Order in case of open tenders.
- 10.0 The Supplier shall be informed regarding any decision of suspension of business dealings or its restoration by concerned Unit within 15 days of the approval.
- 11.0 The period, scope and competent authority for various type of suspension of business dealings and its restoration is summarized in the following Table:

Type of	Period	Scope	Competent authority for	Competent authority for	
suspension	uspension		i) Imposition of suspension	lifting of suspension	
			ii) Lifting of suspension after	before period specified	
			period specified in col. (2)	in col. (2)	
(1)	(2)	(3)	(4)	(5)	
Hold	1 year *	Unit Level for specific	Product Manager/ MM Head	Unit Head	
		item(s)/ material	of the unit/ Head Purchase or		
		category(ies)/ type of	Sub-contracting in case of		
		work(s)	Power Sector regions		
Hold	2 years	Unit level for all item(s)/	Unit Head	Director/ E, R&D	
	-	material category(ies)/			
		type of work(s) #			
Ban	3 years	Across BHEL for all	Director/ E, R&D	Director/ E, R&D &	
		item(s)/ material	,	Director/ Finance	
		category(ies)/ type of			
		work(s)			
		WOIK(S)			

^{*} Where problems are being faced due to low supplier base, depending upon the merit of the case, the concerned committee may decide to recommend Hold for six months.

cases for lifting of already existing suspension for de-listing suppliers (as per earlier guidelines), after the date of issuance of these guidelines, shall be dealt with as "Hold at unit level for all item(s)/ material category(ies)/ type of work(s)".

- 12.0 Registration of banned supplier shall be deemed to have been cancelled automatically. Supplier once banned shall have to seek fresh registration in the respective BHEL unit(s) on lifting of ban.
- **13.0** Following clause shall form part of all NITs being issued by units:
 - "The offers of the bidders who are under suspension 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 BHEL web site www.bhel.com.
 - 1.0 Integrity commitment, performance of the contract and punitive action thereof:



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1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

- 1.2. Commitment by Bidder/ Supplier/ Contractor:
 - 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions".





Annexure-I

Checklist for Banning Proposals

Following checklist is to form part of each banning proposal being sent to Corporate Office for consideration.

			Check	list for Ba	nning Propos	sals			(Y/N)	Page Nos.
1.	Documents in relation to the fault of Supplier for the reasons mentioned in									
	"Guidelines for Suspension of Business Dealings with Suppliers/ Contractors"									
	(y/n)							() (
2.	Show-cause Notice issued to the Supplier clearly specifying the reason(s) of							reason(s) of		
3.		sion (y/n)	ico noti	co vottod k	oy law departm	ont (v/r	2)			
4.					suspension (1)			
5.					erim suspension (
6.		r's reply to				J11.				
7.					if any, with	the Su	pplier a	nd his reply		
	thereon			,	,		1-1			
8.	Whethe	r prior app	proval	was taken	to complete	the pro	oceeding	s beyond 2		
					placed in the fi					
9.					ommittee on E					
					mittee on Ban					
11.					execution by the					
	S.No	PO/WO	Qty.	PO/WO	Due date of			Due		
		Nos.		Value	completion	compl		deliveries		
						Qty.	Value (Rs.	for balance		
							Lakh)	supplies		
							Lakii)	Заррпоз		
12.	Unit's/R	legion's red	comme	ndation if	the pendina co	ontracts	are to l	be continued		
	. Unit's/Region's recommendation if the pending contracts are to be continued or short closed. Reasons to be recorded, if recommended for continuation									
	(y/n)									
13.	Vetting by Unit's/Region's Law department (y/n)									
14.					ave relevancy					
	mentioned in the case file e.g report to the visit to the supplier works,									
	Quality/ Delivery performance of the supplier in question etc. (y/n)									



