



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
பாரதமிக்குமின் நிறுவனம்
BOILER AUXILIARIES PLANT,
Indira Gandhi Industrial Complex,
RANIPET- 632 406 (Tamil Nadu)

Ph: 04172- 284030,
284035,284158,241170
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Tender NO: **667140E**

Dt. 28.03.2019

Annexure-A

CHECK-LIST FOR COVER -I

S.No	Description - Details to be Filled by the Vendor									
1	<u>Name of the Vendor with Office Address</u>									
2	<u>Address for Communication</u>									
3	<u>Contacts with Designation</u> <table><tr><td>1.Name:</td><td>Mobile Number:</td><td></td></tr><tr><td>2.Name:</td><td>Mobile Number:</td><td></td></tr><tr><td colspan="3">E-Mail ID :</td></tr></table>	1.Name:	Mobile Number:		2.Name:	Mobile Number:		E-Mail ID :		
1.Name:	Mobile Number:									
2.Name:	Mobile Number:									
E-Mail ID :										
4	Distance of the vendor works from BHEL Ranipet in Kilometers									
5	Vendor Registration Status with BHEL Ranipet (Mark ✓) <table><tr><td>New Firm</td><td>Already Registered</td></tr></table>	New Firm	Already Registered							
New Firm	Already Registered									
6	Indicate Vendor Code -If your Firm is already registered in Outsourcing Department, BHEL, Ranipet or Indicate Reference Code -If your Firm is New and not registered in Outsourcing Department, BHEL, Ranipet									
7	EMD - Demand Draft for the value of Rs. 1.0 Lakh YES / NO									
8	Whether your firm falls under NSIC / MSME YES / NO									
9	Have you enclosed the relevant documents as proof YES / NO									
10	PAN Number									
11	Signed in Techno Commercial Offer given as Annexure-B YES / NO									
12	Signed in Scope Work confirmation given as Annexure - D YES / NO									
13	Signed in Suspension of Business dealings conditions given as Annexure-E YES / NO									

S.No	Description - Details to be Filled by the Vendor	
14a	Documents to be enclosed for Partnership Firm – Copies Attested by the Notary Public	
	i) Latest Form- A, issued after 01.04.2018.	YES / NO
	ii) Partnership Deed Copy (AT WILL).	YES / NO
14b	Documents to be enclosed for Limited Firm (Private Firm) – Copies Attested by the Notary Public	
	i) Latest resolution by Board of Directors.	YES / NO
	ii) Memorandum of Article of Association.	YES / NO
	iii) Company's Affidavit for existence	YES / NO
	iv) Latest Annual Report.	YES / NO
	v) Directors Share details	YES / NO
15	Power of Attorney if required as per Annexure-J	YES / NO
16	Vendor Registration Form given as Annexure-K along with all necessary documents (For New Firm)	YES / NO
17	Experience - Documentary proof for having experience	YES / NO
	We have gone through all the terms and conditions of the tender and fully understood all the technical and commercial requirements and quoted for the tender without taking any deviation.	
	Signature of Authorized person with seal	

ANNEXURE-B

TECHNO-COMMERCIAL OFFER

BHEL: ENQ.No. : 667140E		Offer Ref :		
Enq. Dated. : 28 March 2019		Offer Date:		
Due on : 22. APRIL 2019		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.	
A1	Name & address (Head office)			
A2	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
B1	Description & Drg.No	Qty(Nos.)	Unit Weight in Kg	Rate per No. in Rs.
1	Steel Box-I to drg.. 2-79-000-01740 or Equivalent	4300	393.325	Rate Quoted in the Price Bid
2	Steel Box-II to drg.. 2-79-000-01714 or Equivalent	2000	91.523	
3	Steel Box-IIB to drg.. 2-79-000-01715 or Equivalent	3000	133.218	
4	Steel Box-III to drg.. 2-79-000-01713 or Equivalent	600	41.946	
5	Steel Box-IV to drg.. 2-79-000-01741 or Equivalent	450	26.780	
6	Steel Box-V to drg.. 2-79-000-01742 or Equivalent	200	16.277	
B2	Scope of Work:- Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure- A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.			
B4	Payment term: 100% Payment will be made within 45 days for MSME vendors & 90 Days for NON-MSME vendors on submission of invoices duly certified by the BHEL official for the completion of works and HR official for the statutory compliance. Invoices in duplicate to be submitted to Finance section furnishing the job work order Sl. No., W.O., IR & DC No. along with IR, giving details of work carried out. Two Bills shall be submitted in a month.			
SI	Aspects	Accepted		
		YES/NO		
C1	All the clauses of Annexure-D (Scope of Work) is acceptable	YES		
C2	Quantities shown are only approximate and liable for variation without entitling the contractor to any compensation.No Minimum Order qty is ensured and BHEL reserves the right to cancel the PO or reduce/increase the PO quantity according to the requirement	YES		
C3	No rate shall be claimed extra for the increase in work content due to manufacturing with substituted material, where final netweight if (+) / (-) 5% of the original netweight.	YES		
C4	Acceptance for payment or recovery under pro-rata basis, wherever the final weight owing to substitution is More/Less than (+) / (-) 5% of the original netweight.	YES		

ANNEXURE-B

TECHNO-COMMERCIAL OFFER

BHEL: ENQ.No. : 667140E		Offer Ref :		
C5	All the requisite manufacturing Machines, Equipments, Tools & Accessories, consumables, Safety Equipments and accessories to Labour will be made available at the manufacturing site (List of Equipments & Accessories to be made available by the Contractor is separately Annexed to this Technical Offer)			YES
C6	Requisite man power will be made available to complete the contract. List of Man power (designation wise) to be provided by the Contractor viz. Supervisor, Welders, Fitters, Painters, Helpers etc... for completion of Minimum 10 Boxes (appx.) of various types per day is annexed to this offer.			YES
C7	Delivery of Minimum 10 Nos. (Approx) of Steel Boxes of various types per day" as prioritised by Shipping . (quantity will be reduced based on number of sources engaged)			YES
C8	Submission of Bank Guarantee(BG) / Fixed Deposit Receipt(FDR) for the value of Rs.1,00,000 prior to start of work duly pledged in favour of BHEL Or through Bank Guarantee			YES
C9	All the Terms and Conditions specified in Section II to Section V and Annexures A to E are read and accepted			YES
D	Aspects	Yes/No	The Value if YES	GST No
D1a	Is GST payable extra	YES		
D3	Rate shall be quoted Exclusive of GST,			YES
E1	Manufacture & Supply as per BHEL Drawing is to be Confirmed			YES
E2	A separate Sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now.			NO
E3	Levying of BHEL's Std-LD on delayed delivery is acceptable. Viz. @ 0.5% Per week of delay subject to maximum of 10%. However, delivery extension is to be obtained by firm duly approved by Shipping Department for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.			YES
E4	Confirm acceptance for participating in Reverse auction			ACCEPTED / NOT ACCEPTED
(Stamped) Signature with date of authorised signatory				
Name & Designation of Authorised Signatory				
List of Enclosures				

ANNEXURE-C				
PRICE BID				
BHEL: ENQ.No. : 667140E		Offer Ref		
Enq. Dated. : 28-March-2019		Offer Date		
Due on : 22. APRIL 2019		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.	
A1	Name & address (Head office)			
A2	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
B1	Description & Drg.No	Qty(Nos.)	Rate per No. in Rs.(Numerals)	Rate per No. in Rs. (words)
1	Steel Box-I to drg.. 2-79-000-01740 or Equivalent	4300		
2	Steel Box-II to drg.. 2-79-000-01714 or Equivalent	2000		
3	Steel Box-IIB to drg.. 2-79-000-01715 or Equivalent	3000		
4	Steel Box-III to drg.. 2-79-000-01713 or Equivalent	600		
5	Steel Box-IV to drg.. 2-79-000-01741 or Equivalent	450		
6	Steel Box-V to drg.. 2-79-000-01742 or Equivalent	200		
B2	Scope of Work:- Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure- A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.			
SI	Aspects	Accepted		
		YES/NO		
C1	The Rates Quoted above are for the aspects agreed in the Techno Commercial Offer			
C2	All the Terms and Conditions specified in Section II to Section V and Annexures A to E are read and accepted			
C3	Submission of BANK GUARNTTEE for value of Rs 1,00,000/- prior to start of work payable by FD pledged in favour of BHEL Or through Bank Guarantee			
C4	Whether all the Terms and Conditions of Annexure-II & III are read and accepted			
D	Aspects	Yes/No	GST payable in %	GST NO
D1	Is GST payable extra	YES		
E1	Manufacture & supply as per BHEL DRg is Confirmed (Explain in a separate sheet if 'NO')	YES		
E2	A separate Sheet is to be enclosed for Deviation proposed if any. Is such a sheet enclosed now.	NO		

ANNEXURE-C			
PRICE BID			
BHEL: ENQ.No. : 667140E		Offer Ref	
Enq. Dated. : 28-March-2019		Offer Date	
Due on : 22. APRIL 2019		Offer is Valid	180 days from the date of Price Bid opening and Firm for one year contract.
E3	Is levying of BHEL's Std-LD on delayed dely is acceptable. Viz. @ 0.5% PER WEEK OF DELAY SUBJECT TO MAXIMUM OF 15%. However, delivery extension is to be obtained by firm duly approved by SHIPPING Department for valid reasons and enclose the same with bills failing which LD will be automatically levied and no refund of the penalty will be entertained.		YES
(Stamped) Signature with date of authorised signatory			
Name & Designation of Authorised Signotory			
List of Enclosures			

ANNEXURE-D	
ENQUIRY: 667140E	Dt.28.03.2019
<u>SCOPE OF WORK</u>	
<i>(For Manufacturing of Steel Box inside BHEL's Premises with BHEL material and as per BHEL Drawing)</i>	
1.1	The Technical specification applicable for the above Enquiry is detailed hereunder. The Vendors are required to indicate their acceptance Point-to-Point
1.2	It is proposed to award contract to more than one source, maximum of Five vendors , to ensure un-interrupted supply of Shipping Boxes.
1.3.	General Conditions as detailed in Section II to Section V would apply for this enquiry.
1.4	Scope of Work:- Manufacturing of Steel Box inside BHEL's Factory Premises with BHEL material and as per BHEL drawing and as per Section II to Section V and Annexure-A to E . Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are with BHEL's Scope. Oxygen and Acetelene required for welding, arrangement of internal transport for movement of materials and any other consumables required are with Vendor's scope.
2.1	Movement of Material from various Wards of BHEL-Stores (primarily from Disposl stores) to manufacturing yard and connected Loading and Unloading involved therein is to Contractors scope
2.2	Movement of Finished goods from Manufacturing yard to the required location in Shipping and connected Loading and Unloading involved therein is to Contractors Scope
2.3	All the Equipments and Accessories required for manufacturing of the Steel Boxes (other than BHEL's Scope as in Cl. 1.4) is in Contractors scope-Including Manpower, the related accessories. Welding Machine and Accessories, Material Handling Equipments & Accessories, Suitable Vehicle for Material Transport, Gas cutting sets and Accessories, Grinding Machine with Grinding Wheels, Drilling Machine with Drill Bits,Wire Brushes, Tools & Tackles, Painting Brushes , Crane, Chain Pulley Block Safety Equipments, Ladders, Cotton Waste and other related Accessories, the Safety Equipments and Accessories, Oxygen and LPG/Acetelene as required etc.
3.1	Uninterrupted service in manufacturing of Steel Boxes as indicated by Shipping. The contractor has to provide Round-the-clock service during peak periods to meet additional requirements, which will be informed in advance
3.2	Contractors shall deliver the Steel Boxes to Shipping with due acknowledgement received from Shipping, transportation of scrap materials and empty tins to Disposal yard are under onctractors scope .
3.3	Contractor shall maintain a Log book for daily completion of jobs.
3.4	Co-ordination for execution of the contract will be done by Shipping dept. And all related requirements with respect to arranging for Drawal of materials, Prioritizing the quantum and Type of Boxes required, Material Accountal, Certification of Bills etc.. will be in the scope of Shipping dept.
Sr.Manager/OS(Contracts)	
Accepted	
Vendor Signature & Seal	

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.

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.

- 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:

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

- 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).

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

- i) 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.

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- 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 contractswhichever 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.

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

1.2.1

- i) 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

- ii) 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.
 - 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.

2.0 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.

3.0 Procedure

- 3.2** If prima-facie evidence or sufficient grounds exist for suspension, a 'show-cause notice' shall be issued to the Supplier giving a notice period of 15 days.

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

3.4 Interim Suspension:

In appropriate cases for justifiable reasons, fresh enquiries (including consideration of existing offers) can be stopped by the Unit from the date of issue of show-cause notice pending final decision. In case a Supplier submits a representation requesting for lifting of the Interim Suspension, then, the same shall be considered.

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.

- 3.6 If no response to the show cause notice is received from the Supplier within 15 days, BHEL 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, BHEL will consider the reply.
- 3.8 Personal hearing would be provided to the Supplier, if so requested by the Supplier or if so required. The minutes of the discussions shall be signed immediately with the supplier after conclusion of such discussions. 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.
- 3.10 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). 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 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.

Note: In cases of Fraud (as defined in the Fraud Prevention Policy available at www.bhel.com), unit may also consider appropriate action as per BHEL's Fraud Prevention Policy. In addition, if misappropriation/ forgery is established, unit to consider filing of police complaint/FIR.

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

4.0

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.

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

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

suspension. The Supplier, under suspension may submit explanations to the initiating unit regarding corrective/ preventive actions taken by him.

9.0 List of banned Suppliers shall be hosted on BHEL's website.

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.

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Note: Text pertaining to procedures/ guidelines, internal to BHEL have not been included in the "Abridged version".