



**BHEL : BAP : RANIPET  
OUTSOURCING DEPARTMENT**



**ANNUAL RATE CONTRACT OF GALVANIZING – 2019-20  
ENQUIRY REF: 658013E DATED.09.09.2019**

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 An ISO Company	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> (A Government of India Undertaking) <b>பாரதமிருதின் நிறுவனம்</b>	Ph: 04172-284030, 284158, 241157 Email: <a href="mailto:gsugumar@bhel.in">gsugumar@bhel.in</a> <a href="mailto:bsmanian@bhel.in">bsmanian@bhel.in</a> <a href="mailto:ssvasan@bhel.in">ssvasan@bhel.in</a>
	<b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, <b>RANIPET- 632 406 (Tamil Nadu)</b>	

**SECTION – I**  
**NOTICE INVITING TENDER (NIT)**

Sealed Tenders are hereby invited from experienced vendors for Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc, Galvanizing to be done to 600 gsm/610 gsm/ 750 gsm/900 gsm depending up on the QP/CQR/ project requirement as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –latest version).

Enquiry No. & Date	658013E Dated 09-Sep -2019
DUE DATE & TIME For Submission Of Offer	30-Sep -2019 Prior to 09-45 AM
Date & Time Tender Opening	30-Sep -2019 by 10-00 AM
Place Of Submission Of Offer	At <b>Tender Box</b> located in Outsourcing department, Administrative Building- Third Floor,, BAP/BHEL/Ranipet -632406.
Place Of Tender Opening	MDP Hall At Third Floor/BAP/BHEL/Ranipet

**Kindly refer to SECTION-V for detailed scope. This is only a request for an offer and not a Contract.**

This tender specifies a set of prequalification criteria defining the eligibility for the vendors to quote against this tender. (Ref. **SECTION-III**). The Bidders are advised to go through all the enclosed tender documents terms & conditions detailed under **SECTIONS I to X, ANNEXURES B to R**, carefully before submitting their Offer.

All the **ANNEXURES B to R** should be filled, wherever applicable by the bidders without fail for evaluation of their offer and **all necessary copies of the supporting documents** as required.

The bid shall be submitted in three parts namely (1) EMD or Valid MSME certificate (2) Techno Commercial Bid and (3) Price Bid.

Kindly refer to the **SECTION -IV** (Instruction to Bidders) for detailed procedure for submission of offers and details of exemption from submission of EMD for vendors registered with MSME

Sealed Tenders are hereby invited from experienced fabricators for the above the scope.

Bidders are advised to submit their offer to the following address:

Manager(Contracts)/OS  
Administrative Building- Third Floor,,  
Outsourcing Department,  
M/s B.H.E.L., BAP,  
Indira Gandhi Industrial Complex, Ranipet-632406

Mgr Contracts)/Outsourcing

For any clarification required in this regard, the Bidders may contact :

Manager(Contracts)/ Outsourcing/BHEL/BAP/Ranipet

 An ISO Company	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> (A Government of India Undertaking) பாரதமிகுமின் நிறுவனம்	Ph: 04172-284030, 284158, 241157 Email: <a href="mailto:gsugumar@bhel.in">gsugumar@bhel.in</a> <a href="mailto:bsmanian@bhel.in">bsmanian@bhel.in</a> <a href="mailto:ssvasan@bhel.in">ssvasan@bhel.in</a>
	<b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, RANIPET– 632 406 (Tamil Nadu)	

Tender NO: **658013E**  
Kindly refer to Section-I for the date of Bid opening


## SECTION – II SALIENT FEATURES OF THE TENDER

The salient features of the galvanizing Annual Rate Contract (ARC) Tender is detailed below,

1. This is an open tender enquiry inviting quotations for entering into Rate Contract, during 2019-20 for carrying out the Galvanizing of hand rail tubes, bends, etc., to 600/610grams/Sq.mtr, 750 grams/Sq.mtr, 900 grams/Sq.mtr as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE / PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –latest version).
  - a. Recommended practice of Hot Dip Galvanizing for Iron & Steel as per IS:2629(latest version) and Continuous galvanizing process consists of cleaning of base steel surface by first oxidizing and subsequently reducing the surface oxides under controlled atmosphere or by any other inline cleaning method. Please specify your process for continuous feeding of molten zinc bath.
  - b. Passivizing treatment by suitable agent like chromic acid needs to be followed.
  - c. After galvanizing, when the sheet emerges from the zinc bath, the excess molten zinc on them is wiped off by air or gas jets. There is no fluxing in this process.
  - d. Zinc purity certificate for all cycle needs to be generated and shown to our inspection on demand.
  - e. Type Test / Acceptance Test such as Visual Inspection, Adhesion of Coating, Uniformity of coating and Mass of Zinc coating will be made for all products.
  - f. IS: 2633 - 1986 Methods of testing uniformity of coating on zinc coated articles will be referred.
  - g. Mass of Zinc Coating - Minimum average mass of zinc coating for fabricated items shall be ensured as per requirement.
  - h. The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total DFT shall be mini. 87microns. as per BHEL drawings and Quality requirement with materials issued by BHEL.
2. Only those vendors meeting the **pre qualification criteria** are eligible to participate in the tender. (Ref. Section-III)
3. Quotations received from bidders not meeting the pre qualification criteria will be rejected.
4. Rate Contract is valid for a period of 12 months from the date of contract finalization date. (Clause 1.1 of Section V)
5. The rate contract tender is for GALVANIZING of hand rail tubes, bends, etc., for a tentative quantity of 2700 M.T(ref. Scope of NIT). (Clause 1.8 of Section V).
6. **Price Variation clause** is applicable based on change in rate of HG-Zinc applicable for Hyderabad as published by Hidustan Zinc Limited in their website: [www.hzlconnect.com](http://www.hzlconnect.com). (Ref. Section VII)

## SECTION – II SALIENT FEATURES OF THE TENDER

7. Firms submitting the offer, please take into account all the cost elements (ref. Cl. 2.1.1. to 2.1.6 of Section-V) of Galvanizing, tender terms and conditions etc. Kindly refer scope of work under Terms & Conditions of the contract. The Drawings/Sketches indicated are representative only.
8. There are three category of galvanizing requirement based on coating of weight in grams per sq. (Section-IV). The eligibility criteria of vendors (Ref. Section-III) and Evaluation Criteria for Galvanizing (Doc.ref: GAL1) is as per (Ref. Annexure-B).
9. The rate to be quoted is based on “Ex-Works” ,inclusive of raw-materials and chemicals required for galvanizing,unloading of items given for galvanizing and loading of galvanized items on contractor/BHEL vehicle, handling charges,cleaning, testing, painting.No extra charges or compensation in any form shall be allowed for multiple activities. (Clause 2.1.1 to 2.1.6 of Section V)
10. Conditional offers if any submitted by the firms will not be acceptable.
11. No revision of quoted prices will be entertained after the tender is opened. (Clause 2.2 of Section V)
12. The land in which the galvanizing to be carried out, should be either in the name of the firm or in the name of the proprietor / partners. Proof of land document to be submitted. (Clause K of Section III).
13. If galvanizing work is to be carried out in leased land, registered lease agreement valid for minimum 3 years to be submitted.
14. Availability of BG for the free issue material is a mandatory for release of Job Work Order. For details on BG refer (Clause 12.7 of Section-V for BG Norms –ref. Section X. For the BG-Format.
15. Subletting/Part processing of BHEL jobs shall be allowed (to ensure PGMA completion) where necessary, with BHEL’s prior approval (clause.14 of Section-V)
16. Top 20% of the bidders quoting highest rates (H1,H2,H3..Etc..)will be eliminated from Rate Contract. **H1 vendor will not be considered under any circumstances.** However in case of No. of vendors found eligible for price-bid opening is less than 10 (TEN), only the H1 vendor will be eliminated.
17. **GST:-**  
"For firms located within Tamilnadu:  
**GST @18% (CGST-9% and SGST-9%) is applicable and the amount is Cenvatable. GST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.**  
For firms located other than Tamilnadu:  
**IGST @18% is applicable and the amount is Cenvatable. IGST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.**
18. New vendor (not registered with BHEL /BAP/Ranipet- Outsourcing so far are advised to meet BHEL-OS Officials to understand and get better clarity regarding various terms & conditions of the tender.

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	<p><b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, <b>RANIPET– 632 406 (Tamil Nadu)</b></p>	

Tender NO: **658013E**


Kindly refer to Section-I for the date of Bid opening

**SECTION-III (PRE QUALIFICATION CRITERIA)**

- a. **New Firms** should have experience of doing galvanizing of items for the minimum period as specified in the evaluation criteria detailed -in Annexure-B. The self-attested documentary proof for the galvanizing as per specification made to any power equipment manufacturer or reputed public sector company, having experience shall be enclosed with the tender. They should submit the 2 recent Job-Work-Order copies (one per each year in 2017 and 2018) executed by them along with performance certificate / end user certificate as a proof, failing which offers will not be considered.
  - b. **New firms** having their works located with in **0 to 300 Kilo Meters**, only are eligible to participate in this tender (radial distance from BHEL, Ranipet to registered address of the works where Galvanizing is done).
  - c. **Existing Firms, who** already registered with Outsourcing (OS) BHEL/BAP/Ranipet and have signed for ARC-2018-19 (ie. The existing vendors), shall be directly qualified for the Galvanizing the respective categories already executed by them.
  - d. **The restriction on distance is not applicable for existing registered firms.**
  - e. The list of RS- Group is indicated in Technical Bid and in Price Bid vide SECTION –VIII and IX.
  - f. There are 3 (Three categories of rates covered in this tender based on coating thickness.(600/610 gsm, 750 gsm, 900 gsm) and firms are requested to quote for all the three categories. Evaluation criteria detailed in Annexure-B covers all the three RS categories.  
**Note: The Evaluation criteria is projected in Annexure-B**
- Firms should meet the requirements
- i. The facilities indicated as “Mandatory” in ANNEXURE B should be available and in working condition as on date at the time of submission of offer and to be made available for the whole contract period.
  - ii. new vendors shall meet the evaluation criteria.
- g. The offers are to be submitted for all the three categories. If rate for one or more of the category is not quoted, then the rate quoted for others will not be considered.
  - h. New vendors are eligible to quote for rate schedules(meeting the eligibility criteria as detailed in Annexure-B), subject to meeting eligibility criteria (w.r.t. the Facilities, man-power, Financial stability, experience in completing similar/same job earlier) supported with documents. Facilities indicated as Mandatory in Annexure B should be available and in working condition as on date at the time of submission of offer and to be made available during the contract period.
  - i. All new firms submitting the offer shall be subjected to assessment and submission of vendor registration forms (Annexure-E) along with supporting documents & spot evaluation (if applicable) for considering their price bid . Price bids of firms failing to meet the technical qualification shall not be considered for further processing in the tender.
  - j. All new Firms should meet the required land area ( 0.5 Acre) as per the checklist.
  - k. As far as new vendors concerned, the Land shall be owned either by the partners/ proprietor or registered in the name of the firm. In case of Leased land, the lease agreement shall be registered in the name of either by the partners/ proprietor or registered in the name of the firm and valid for a minimum period of 3 years from the date of offer submission. Self attested

Copy of Lease agreement / own land document with EC for 20 years to be enclosed along with the tender. As far as existing vendors, whose lands were on lease shall ensure the availability of Land for a minimum period of 3 years from the date of offer submission.

- I. All the supporting documents should be duly **self-attested**.
- m. Vendors who are not eligible to participate in this tender:
  - a. Vendors “declared/notified” as “defaulters/poor-performers” on “quality/delivery grounds” are not eligible to quote. Offers if any received such vendors shall be rejected.
  - b. Offers submitted without proper supporting documents like
    - i. in case of MSME vendors,
      1. if MSME certificate is not submitted or
      2. if a certificate (as in Annexure-M) from Chartered Accountant is not submitted in case if the date of MSME certificate is older than 2 years as on the date of Price Bid opening
    - ii. in the case of offers received from a “New Vendors”,
      1. Who have not submitted the documents as called for in the Annexure-E OR have not responded to the query w.r.t. further evaluation of their request for registration.
      2. who have not submitted the documents as in Annexure-B
- Will be rejected.
- c. Offers submitted by vendor, who have not met the qualification criteria as in Annexure-B will be rejected.
- d. Offers submitted by vendors who have not submitted the requisite documents like Declaration by the Bidder(as in Annexure-F), Affidavit (as in Annexure-G) will be rejected.
- e. Offers if any received from vendors who are not eligible shall be rejected.

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	<p><b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, <b>RANIPET- 632 406 (Tamil Nadu)</b></p>	

Tender NO : 658013E Kindly refer to Section-I for the date of Bid opening

## SECTION – IV Instructions to Bidders

1.0 Bid Submission: The Bids shall be submitted in three parts namely (i) A cover containing Earnest Money Deposit (EMD) fee Cover OR Micro Small Medium Enterprises (MSME) EM-II valid certificate (ii) Techno Commercial Bid Cover and (iii) Price bid cover. All these Three envelopes should be sealed individually and to be put in a BIG-single envelope.

**1.1** The FIRST Cover shall contain The EMD fee OR the MSME -EM-II valid certificate. This shall contain

**1.1.1** EMD or valid MSME certificate, which is mandatory for participating in Tender.

**1.1.2** Non-MSME vendors should submit the EMD for Rs. 2,00,000/- (Rupees Two Lakhs only) by way of Demand Draft in Favour of M/s. Bharat Heavy Electricals Limited, Ranipet - payable at Ranipet. EMD by any other form will not be accepted.

**1.1.3** MSME vendors are exempted from submission of the above EMD. For availing this exemption, the vendors should submit the copy of valid MSME EM II certificate.

**1.1.4** For availing this exemption, the MSME vendors should submit along with offer, the attested copies of either EM II certificate having deemed validity or valid NSIC certificate (The validity of the MSME certificate will be taken as TWO years from the date of Issue of MSME certificate, ELSE) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSME status of such suppliers shall be shifted to Non MSME supplier till the supplier submits these documents.

**1.1.5** The validity of the MSME certificate will be taken as TWO years from the date of Issue of MSME certificate.,

**1.1.6** If the date of issue of the MSME certificate is earlier than 2 Years, the vendors shall submit (a) The copy of the MSME Certificate and (b) a certificate in original by a Chartered Accountant, as in Annexure-M, certifying quantum of investment in plant and machinery are within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over.

**1.1.7** The cover containing DD for EMD shall be Superscribed as **“BHEL-BAP-OS-ARC-GAL-2019-20 “EMD Fee/MSME Certificate Cover” for “Enquiry No., 658013E Dated 09-Sep -2019 due date 30-Sep-2019.”**

- 1.2** The SECOND cover shall contain the Techno-Commercial-BID as detailed below Duly filled along with the supporting documents.
- 1.2.1** The Techno Commercial-Bid shall Contain the duly-filled-in Documents including
- 1.2.1.1** The Mandatory documents such as Annexure-B to R (as applicable) an
- 1.2.1.2** Section VIII(technical Bid format duly filled )
- 1.2.1.3** **Own land** - Document copy / **Lease Land** – Self attested Copy of Registered Lease Agreement for 3 years *period*
- 1.2.1.4** ***Documents to be enclosed for Partnership Firm – Self attested Copies***
- i) Latest Form- A, issued after 01.04.2019.
- ii) Partnership Deed Copy (AT WILL).
- 1.2.1.5** ***Documents to be enclosed for Limited Firm (Private Firm) – Self attested Copies***
- i) Latest resolution by Board of Directors.
- ii) Memorandum of Article of Association.
- iii) Company's Affidavit for existence
- iv) Latest Annual Report.
- v) Directors Share details
- 1.2.1.6** Power of attorney if required as per Annexure R
- 1.2.1.7** Integrity pact as per annexure H
- 1.2.2** The supporting Documents and/or Certificates as called for in Sl.No. 1.2.1 of Techno-Commercial bid also required to be self-attested and submitted along with the Technical-Bid.
- 1.2.3** The Technical BID shall not contain the rates quoted by you to this tender.
- 1.2.4** All the above documents shall be kept in a sealed cover and to be submitted superscribing name of the Bidder and **“BHEL-BAP-OS-ARC-GAL-2019-20”, “TECHNO COMMERCIAL BID”,** alongwith **“Enquiry No., 658013E Dated 07-Sep-2019 due date 30-sep-2019.”**
- 1.2.5** Incomplete offers and offers from bidders not complying with the prequalification criteria as per SECTION III & ANNEXURE-B shall be rejected.
- 1.2.6** The cover containing the EMD and the cover containing the Technical-Bid shall be Stapled / Pinned together.(ie. The FIRST Cover and SECOND cover should be stapled together).
- 1.3** The THIRD cover shall contain the Hard Copy of the price BID.
- 1.4** The cover containing the Price Bid shall be Superscribed name, Firm code (NEW- for NEW vendor) and address of the Bidder and as **“Price Bid for BHEL-BAP-OS-ARC-GAL-2019-20” along with the Enquiry No., “Enquiry No., 658013E Dated 09-Sep-2019 due date 30-Sep - 2019.”**

- 1.5 These above three covers shall be put in a big common cover duly sealed and submitted, duly super scribed as “ **Tender in Three Parts in separately sealed covers for Tender BHEL-BAP-OS-ARC-GAL-2019-20 with Enquiry No., “Enquiry No., 658013E Dated 09-Sep-2019 due date 30-Sep-2019.”** If this is not done properly by the Bidders, such bids will be rejected and disposed off.
- 1.6 The sealed cover should be addressed to **MGR (Contracts)/OS, , Administrative Building-Third Floor, Outsourcing Department, M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet-632406.**
- 1.7 The bidders are requested to submit the bids with double stappled on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the evaluation of the offers.
- 1.8 NO e mail offer will be entertained . Offer to be submitted only in HARD COPY

### **2.0 Persons Authorized for Signing the Offer/Quotation:**

- 2.1 The Tender documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding “power of attorney” on behalf of the firm/company/Bidder-concerned and authorized/empowered, by MD or Board of Directors or owner of the firm , to act on behalf of the firm for quoting this Tender and all proceedings connected with, till finalization and execution of the Contract. Power of Attorney attested by a Public Notary shall accompany the Techno-Commercial-Bid.(pl.ref Annexure-R for sample copy of Power of Attorney)
- 2.2 In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only.
- 2.3 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Firm authorized to do so **OR** by a person holding the Power of Attorney(pl.ref Annexure-R for sample copy of Power of Attorney) on behalf of the Partnership Firm. Self-attested copy of the recent FORM-A (after 01-04-2019) should be enclosed.
- 2.4 A self attested copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender.

### **3.0 Tender Due Date:**

- 3.1 The completed offers shall reach OS/Contracts/BHEL as indicated in Section-I.
- 3.2 Late offers received after the specified time will be rejected.
- 3.3 It is in their own interest of the bidders to ensure that the Tenders are submitted before the specified date and time.
- 3.4 BHEL shall not be responsible for any postal delay.
- 3.5 Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.

### **4.0 Date of tender opening (Techno commercial bid) :**

- 4.1 Quotations received in Sealed covers will be opened at MDP Hall-Third Floor, Admn Building, BHEL / BAP / Ranipet -632406 as indicated in Section-I, in the presence of the Bidders or their Authorized Representatives (bearing the authorization letter-as in Annexure-C) who may wish to witness the same.

- 4.2 First EMD / MSME cover shall be opened, only if EMD as mentioned above OR the valid MSME certificate is available, the respective Techno Commercial bid will be opened.

### 5.0 Price Bid Opening

- 5.1 Price bids of Technically qualified bidders alone shall be opened on a later date and the date / time of Price Bid opening will be communicated to the technically qualified Bidders only.

### 6.0 Witnessing the Tender opening

- 6.1 The representative of the Bidder, who desires to witness the Tender opening, may have to produce the Authorization Letter, as per the enclosed ANNEXURE –C , before opening of the Tender.
- 6.2 The representatives without Authorization Letter in the prescribed format Annexure-C will not be allowed to participate in the Tender Opening session.
- 6.3 Only one representative from each Bidder will be allowed to participate in the Tender opening.

- 7.0 **EMD** : After opening the Tender, if the Tenderer withdraws his Tender within the validity period, the EMD will be forfeited.

- 7.1 After becoming L1 if the firm does not sign the contract or not submitting the required base BG within the specified period, the EMD will be forfeited.
- 7.2 Otherwise, the EMD submitted by the vendors will be returned within a month from the date of commencement of ARC-period, including the following.
- 7.2.1 The EMD of vendors whose Techno -Commercial Bid is “Rejected” and their price bid is not opened.
  - 7.2.2 The EMD of vendors whose rates are ranked to be in top 20%, leaving “No-Rate Schedule available for signing of ARC”
  - 7.2.3 The EMD of vendor who are not ranked L1, whether they agree for the counter offered rates or not.

- 8.0 **No Interest:** No interest shall be payable by BHEL on Earnest Money Deposit (EMD) or Security Deposit(SD), if applicable, or any money due to the sub-contractor by BHEL.

### 9.0 Validity Of Offers :

The offers submitted shall be valid for a minimum period of 1 Year from the date of finalization of Contract. No revision of bids is allowed, after submission till finalization of the Rate Contract.

The PVC clause will be applicable based on the change in rate of HG-Zinc applicable for Hyderabad as published by M/s Hidustan Zinc limited. The PVC terms and working are as per Section – VII.

### 10.0 Evaluation of New Firm :

- 10.1 Filled-in Registration form (as in Annexure-E) is mandatory for all new firms, **WHO HAVE NOT BEEN REGISTERED AS VENDOR WITH BHEL, BAP, RANIPET SO FAR.**
- 10.2 The Techno commercial bids and Registration forms submitted by the firm will be scrutinized and if the firm is meeting the pre-qualification & mandatory requirements, then the firm will be visited by BHEL team for spot assessment of their works.

- 10.3 Based on the feedback of the BHEL assessors, the vendor will be accepted / rejected and the same will be communicated to the firm.
- 10.4 Subsequently vendor code will be generated and intimated to the vendor by BHEL.
- 10.5 Only those firms approved as above will be considered for price bid evaluation and for Rate Contract.

#### **11.0 Evaluation of Existing firms:**

The firms who continue to be in OS Rate Contract 2017-18 & 2018-19 (Past two years) shall be considered as existing firms.

- 11.1 Firms not considered in/those who have withdrawn or cancelled the ARC/not signed/discontinued in RC 2018-19 of OS shall be treated as new firms.
- 11.2 Fresh evaluation of the facilities available with the vendors **will not** be carried out for the rates quoted by Existing vendors to the POs released after 07- June-18 under Rate contract of OS dept.
- 11.3 For other cases, Fresh evaluation will be carried out based on the Annexure-B to be submitted by the vendor for rates quoted for the new rate schedules.

#### **12.0 Evaluation of Techno Commercial Bid :**

- 12.1 The eligibility of the firms will be verified based on the pre-qualification criteria (SECTION III) of the tender and compliance / confirmation to the tender requirements for each Rate Schedules quoted. Only those firms complying with the pre-qualification criteria shall be considered for participation in the tender.
- 12.2 Once the vendor is found to be technically suitable meeting all the technical and commercial requirements of BHEL, price bid of those qualified vendors only will be considered for further processing.
- 12.3 Offers of vendors not technically qualified will be rejected and the same will be communicated to those vendors with reasons.

#### **13.0 Evaluation of Price Bid :**

- 13.1 The rates quoted shall be evaluated on the basis of "total cost to BHEL". Though the rates offered by galvanizing vendors are on "Ex-works" basis, while working for "total cost to BHEL", BHEL will also add the transport cost incurred to BHEL as per the below details.
- a) Rs.500/- per MT will be added for the Vendors located with in 60Kms from BHEL,Ranipet
  - b) Rs.1001/-per MT will be added for the Vendors located above 60 Kms and upto 160 Kms
  - c) Rs.2200/-per MT will be added for the Vendors located above160Kms and upto 300 Kms
- The above rates are tentative and exact rates will be intimated at the time of price bid opening.**
- 13.2 If the rates of Two vendors are equal resulting in same ranking (whether L1/L2/...), among the equal ranked vendors, the sub-ranking will be done to differentiate (a.) to decide the L1-vendor eligible for negotiation and (b) for elimination of higher ranked vendor as below. The sub-ranking will be done in-the-order by providing lower ranking for vendors (1) nearer to BHEL by location

(2) Earlier date of commencement of activity as in MSME certificate),(3) Less count of Pending IPs to be settled for MAS, for morethan 30 days (as on Tender-Technical-Bid-opening date) , (4) More the BG value for OS-GAL (as on Tender-Technical-Bid-opening date, (5)Become Sole-L1 for more number rate Schedules (6)Number of WO cancelled/Divereted due to reasons attributable to contractor (in Year 2017-18) and/or (7) Draw of lots as a final measure (in presence of such vendors, who may like to be present).

13.3 If the L1 rate against any RS description is found not acceptable to BHEL, then the L1 firm/s may be called for negotiation before finalizing the rate.

13.4 BHEL has the right to refloat or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.

13.5 20% of the bids with highest rates in the order of ranking (H1, H2, H3, etc)for each main rate schedule will be eliminated from tender. (ie. 80% of the offers received, rounded to next higher number will be considered eligible). H1 vendor will not be considered under any circumstances. (This excludes the Extra Rate Schedules). However, incase of No. of vendors found eligible for price bid opening is less than 10 (TEN), only the H1 vendor will be eliminated.

#### **14.0 Counter offer and load distribution**

14.1 Counter offering will not be extended to top 20% (H1, H2, H3.. ) vendors/ H1 vendor.

14.2 Tentative quantity likely to be ordered against each RS group and the methodology for arriving total cost to BHEL is indicated (SECTION VI) .

14.3 Tender quantity may increase / decrease during the rate contract period. BHEL does not guarantee any minimum load for any vendor.

14.4 Once the L1 rates for the rate groups are finalized by BHEL, then the L1 rate shall be counter offered to the other technically qualified vendors for their acceptance. Acceptance of counter offer for all rate groups offered by BHEL is mandatory and part acceptance will not be considered.

14.5 Based on the acceptance of vendors for the rate groups, rate contract will be entered with the vendor for the accepted rate groups in full.

14.6 L1, L2, L3 ranked bidders will be loaded more than the higher ranked vendors, subject to capacity availability, delivery performance and quality.

14.7 If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place orders In case the L1 vendor does not execute the orders, BHEL may get the job done through other vendors at the Risk and cost of L1 vendor and the extra expenditure involved if any shall be recovered from the L1 vendor from any amount due to them.

14.8 If the counter offer is accepted by only few vendors, then BHEL will place orders only to those vendors, In case those vendors do not execute the orders, BHEL may get the job done through other sources at the Risk and cost of those vendors and the extra expenditure involved shall be recovered from these vendors from any amount due to them. BHEL may also suspend business dealings with such vendors as per BHEL policy guidelines (Ref. Annexure-O).

#### **15.0 General Conditions :**

- 15.1 The offer has to be submitted as per price bid format **SECTION IX** for RS description with the signature & seal of the authorized person of the firm.
- 15.2 It will be the Firms responsibility to ensure that the tender documents, Rate Schedules, drawings, Quality documents and related technical & commercial conditions are studied and understood fully before submitting the offer.
- 15.3 The Firms are advised to study and understand the scope of work and the entire process of Contract execution involved before quoting. Any technical clarifications required can be sought in person or by e-mail one week before the due date of Tender opening.
- 15.4 BHEL will conclude that the offer has been submitted by the firm fully understanding all the requirements both explicit and implied and other conditions and accepting the same. After tender opening, the bidders are not allowed to change / alter any of the conditions either partly or fully. Offers of any such firms doing so, will be rejected.
- 15.5 No deviation or change from the Tender conditions will be allowed and BHEL reserves the right to reject such offers.
- 15.6 Conditional offers, if any, will be rejected.
- 15.7 While quoting their rates, the Bidders are advised to take into account the likely expenditure, escalations, statutory requirements & levies, labour laws, safety requirements, taxes ,etc during the operation of Rate Contract for one year from the date of award of Contract. For Sub-contractors located outside Tamilnadu, Taxes and Duties arising if any, due to interstate movement of material ( and Road Permit if any, will have to be arranged by sub-contractor) is to be borne by Sub-contractor.
- 15.8 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 15.9 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 15.10 The rates shall be quoted only in the list attached, both in words and figures. Wherever there is a difference between the words and figures, the following guidelines will be followed.
  - 15.10.1 If there is a discrepancy between word and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - 15.10.2 If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
- 15.11 Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, the bidder should at once approach the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account).

- 15.12 Conditional and late Tenders, Tenders which are incomplete or otherwise considered defective with respect to Tender conditions and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original shall be rejected, outrightly, at any point of time during the Tender processing.
- 15.13 During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable with respect to BHEL's estimate or prevailing market rates, BHEL will ask for justification also demand the break up cost element for such rates from the vendors with appropriate documentary evidence and if not submitted it will be construed that the vendor has offered the rates with an intention to sabotage BHEL Tender process/ tamper Tendering procedure, affecting the RC process. In such cases, BHEL will take appropriate action in line with BHEL procedures. Hence the bidders are advised to exercise abundant care in submitting a correct genuine offer.
- 15.14 If a Bidder is found to have given false information / documents as a part of their offer, such offers shall be rejected / the contract shall be terminated and the firm shall be banned from getting business from all BHEL units.
- 15.15 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender. If such a fact comes to light subsequently, the Contract may be cancelled and the firm may be banned.
- 15.16 The entire terms and Conditions contained in this tender shall be deemed to form an integral part of the Contract to be entered.
- 15.17 Incase BHEL finds that vendors join together, form cartel, or influence others / new vendors to submit offers in their favor, then BHEL will take severe action against such vendors including permanent blacklisting / banning of such vendors for BHEL's Business.
- 15.18 Bidders will be disqualified from BHEL vendors list and business with them will be suspended by BHEL, if it is found that they indulge / carry out activities / business which are in direct competition or detrimental to BHEL business and accordingly such firms will be banned.
- 15.19 Suspension of business dealing as Hold / De-List / Ban will be invoked based on the guidelines in Annexure-O.
- 15.20 The contract to be finalized against tender to be signed in Rs.100/- stamp paper. Hence after getting a confirmation on signing of contract, you shall get a stamp-paper for a value of Rs. 100/- and submit.

**SECTION-IV-A INSTRUCTIONS TO TENDERERS**

- 1.0 All the prices shall be given in the Price-Bid-Format, both in Words and Numerals, IN DUPLICATE. In case of any difference between the two, the amount as given in Words shall prevail.
  - 1.1 The Price-Bid Format under Annexure-IX is to be used.
  - 1.2 The Rate to be Quoted may please be filled both in Numerals and in Words in the separate column provided.
  - 1.3 Submission of Price-BID in Hard copy is Mandatory. Offer without Hard-copy of Price-Bid is liable for rejection.
  - 1.4 The data provided in Hard-copy will be taken as final.
  - 1.5 **Offers in Hard-copy are only expected.**
  - 1.6 Tenders shall be signed by a legally authorized principal officer (s) of the tenderer.
- 2.0 The tenderer shall acquaint himself with the conditions/limitations and official regulations under which or conforming to which the jobs are to be performed and shall examine carefully at the information as may be furnished to them in writing from time to time.
- 3.0 The tenderer shall acquaint himself with applicable Acts.
- 4.0 No deviation or change from the tender conditions will be entertained and BHEL has the right to reject such tenders with deviations.
- 5.0 BHEL reserves the right to restrict the number of parties for award of contract for any or all the schedules and restrict the number of parties to be called for negotiation (if necessary) based on their competitive bidding, past performance etc. ensuring at the same time no cornering of the orders.
- 6.0 Tenderer are requested to indicate their reasonable offers and it may please be noted that offers with unreasonable/ abnormal rates are liable for rejection at the discretion of BHEL without assigning any reason thereof and without even an opportunity being afforded for negotiation etc.
- 7.0 Insertions, postscripts, additions and alterations in the tender shall not be recognized unless received prior to the closing date, of the tender and in time and confirmed by the tenderer' signature.
- 8.0 Tenderer shall bear all cost incidentals to preparation, submission and negotiations of the tender.
- 9.0 Tenders containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderers/his/their representative must be authenticated by the tenderer who has signed the original tender. All pages of the tender documents shall be signed by the authorized signatory with seal.
- 10.0 In case of any discrepancy between the description of the schedule or quantities specifications, drawings and for other tender documents, the decision of BHEL in writing is final, binding and conclusive for the purpose of this contract.
- 11.0 Whether the tender is accepted or not, tenderer shall not be entitled to claim any costs, charges, expenses incidental or incurred by him through or in connection with the submission of the

- Tender even if BHEL withdraws the Tender before or after the receipt of the tenders.
- 12.0 As a policy BHEL is not registering any power of attorney issued by Contractors/Contractors in favour of their bank for the collection of Invoice amounts on behalf of Contractors/Contractors and merely because BHEL had acted upon any such request by the party or their bankers does not constitute any legal right or binding on BHEL for any acts of omissions and commissions or failure to act upon it or for any payment made directly to the party. If any banker includes BHEL also as a party to any such dispute between the banker and the party, all legal and incidental expenses thereof will be recovered from the concerned parties only.
- 13.0 Tenderer contacted in this tender does not automatically qualify for consideration just because they are found to be the lowest in Tender. BHEL reserves the right to reject any offers without assigning any reasons. BHEL also reserves the right to negotiate or counter offer the rates to any of the parties at their discretion.
- 14.0 Conditional tenders are liable to be rejected.
- 15.0 Should the tenderer or the contractor have a relation or relations in the case of a firm or company of contractors, one or more of its shareholders or relations or relations of the share holders employed In BHEL or any ex employee who has retired/resigned within a period of two years as on date of quotations or at any subsequent date after the award of the contract, the authority inviting the Tender shall be informed of the fact at the time of submission of the tender and there after as applicable and obtain the clearance of BHEL for such engagement failing which, BHEL may in its own discretion reject the tender or rescind the contract.
- 16.0 After finalization of tender, if the Contractor is awarded the Contract, Proprietor, Partners and Directors (as applicable) should physically present themselves and sign the contract in the presence of Head of OS Department with in the dates specified.

**SECTION-IV-B Instruction to Bidders ( GENERAL CONDITIONS )****1.0 DEFINITIONS**

Throughout these conditions and in the specifications the terms :

- (a) "The Contractee" means the Bharat Heavy Electricals Limited, acting through the Addl.General Manager, Outsourcing ,Boiler Auxiliaries Plant, Ranipet – 632 406 unless the context otherwise provides.
- (b) "The Contractor" means the person, firm or company with whom the order for machining / fabrication is placed and shall be deemed to include the Contractor's successor (approved by the Contractee), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract.
- (c) "Drawings" means the drawings exhibited or provided for the guidance of the Contractor.

**2.0 EXECUTION :**

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the contractee, or the inspecting officer, who shall have power to reject any of the fabrication of which he may disapprove; and his decision thereon and on any question as to the true intent and meaning of the specifications of drawings or of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alternations if any to be made during the progress of machining /fabrication, and should these alterations be such that either partly to the contract considers an alteration in the changes justified such alteration shall not be carried out until amended cost of machining /fabrication charges have been submitted by contractor and accepted to fabricate without obtaining the consent of the contractee in writing to an amended cost of machining /fabrication charges, the contractor shall be deemed to have agreed to execute fabrication at such charges as may be considered reasonable by the contractee.

**3.0 FORCE MAJEURE :**

If at any time during the continuance of this contract the performance in whole or part by either party or any obligation under this contract shall be prevented or delayed by reasons of war, hostilities acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restrictions or acts of God (herein referred to as events), then provided the notice of the happening of any such events is given by either party to other party within 21 (twenty one) days from the date of occurrence thereof, either to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the contractee as to whether the deliveries have been so resumed or not shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the contractee subject to prompt notification by the contractor to the contractee of the particulars of the event and supply to the contractee if required of any supporting evidence. Any waiver of time in respect of partial installment shall be deemed to be waiver of time in respect of remaining deliveries.

- 4.0 If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons what-so-ever the contractor is unable to keep the delivery schedule of the contractee, extension of time may be granted by the contractee at their discretion as may be necessary to the extent considered necessary should there be delay in supply beyond the extended date of delivery, it shall be open to the contractee to terminate the contract in part or full and make other arrangements for executing fabrication else where at the cost and risk of the contractor.

## 5.0 APPLICABILITY OF INTEGRITY PACT

a) IP is a tool to ensure that activities and transactions between the company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External monitor (IEMs) has been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender as per Annexure H is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competed to participate in the bidding. In other words, entering into pact would be a preliminary qualification.

A detail of IEM for this tender is furnished along with Integrity Pact

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender

b) No routine correspondence shall be addressed to the IEM (phone / post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department".

For all clarifications/ issues related to the tender, Please contact:

Name:	B.Sivasubramanian Manager & S.Srinivasan, Exe.Addl.Engr II
Department:	Outsourcing
Address:	BHEL, Ranipet
Phone: (Landline/ Mobile)	04172-284030/284158/ 9442586376 & 9442308554
e-mail:	<i>bsmanian@bhel.in</i> & <i>ssvasan@bhel.in</i>

## 6.0 FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ 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.

As per BHEL's Fraud prevention Policy, Nodal officers were nominated by BHEL Management. The details of such Nodal officers are furnished below:

<b>Name</b>	<b>Designation</b>	<b>E-mail</b>	<b>Phone (Office)</b>
Anilkumar S	GM-BUSINESS EXCELLENCE & CIVIL	sanil @bhel.in	04172-28 4681
Chengappa C.P.	GM-Services & Project Closing	chengappa @bhel.in	04172-28 4587
Jayakanth P	GM-Engineering	pjayakanth @bhel.in	04172-28 4167
Kannan S	GM- Fin & Receivable Management	skannan @bhel.in	04172-28 4518
Raguraman P	GM-OPERATIONS	pr @bhel.in	04172-28 4574
Ravikumar P	GM- MATERIALS MANAGEMENT	pravi @bhel.in	04172-28 4450
Rupesh Telang	GM-WCM & Shipping	rt1@bhel.in	04172-28 4300
Saravanan G A	GM-Mktg & New Growth Areas	saravananga @bhel.in	04172-28 4446
Srinivasa Rao B	Out sourcing	bsrao0104 @bhel.in	04172-28 4945

Any bidder / contractor who come across any fraudulent behaviour of BHEL's employees may communicate the same to any / all of these Nodal officers.

#### 7.0 RISK PURCHASE

Alternatively, the BHEL at his option will be entitled the contract and to manufacture elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause.

In case those vendors do not execute the orders, BHEL may get the job done through other sources at the Risk and cost of those vendors and the extra expenditure involved shall be recovered from these vendors from any amount due to them.

#### 8.0 SUSPENSION OF BUSINESS DEALINGS WITH VENDORS

Before submitting offer, prospective bidders are advised to **visit our web-site [www.bhel.com/supplier registration](http://www.bhel.com/supplier_registration)** to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

#### 9.0 INTERPRETATION :

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the contract or of the amount recoverable here under from the contractor shall be decided by the contractee and the decision shall be final and conclusive.

#### 10.0 BOOK EXAMINATION CLAUSE :

- (a) The contractor shall, whenever required, produce or cause to be produced for examination by any officer of the contractee authorized in that behalf any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying, ascertaining, the cost of execution of this contract (the decision of such officer of the contractee on this question

or relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligation of the contract/Job-Work-Order or under any statute rules or orders binding the contractor.

- (b) The contractor shall, if the authorized officer of the contractee so requires (whether before or after the prices have been finally fixed), afford facilities to the officer of the contractee concerned to visit the contractor's works for the purpose of examining the process of manufacture and estimate of ascertaining the cost of production of the articles. If any portion of the work be carried out by a sub-contractor or any subsidiary or an allied firm or company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor or any subsidiary or an allied firm or company shall be open to this inspection.

11.0 SET-OFF CLAUSES :

Payment shall be subject to the deduction of any amount, for which the contractor is liable under this contract, or any contract in respect of which Bharat Heavy Electricals Limited, Ranipet 632 406, Tamilnadu is the Contractor.

12.0 LAWS GOVERNING THE CONTRACT :

- (a) The contract shall be governed by the laws of Government of India in force.  
 (b) Irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made at Ranipet.

13.0 THE GLOBAL COMPACT:

Global compact is a signature initiative of United Nations Security General and four United Nation Agencies:

- Office of the High Commissioner for Human rights
- International Labour Organization
- United Nations Environment Programme
- United Nations Development programme

This is a board based initiative and engages:

- Individual Companies
- Business Associations
- International Labour
- Human Rights, Environment and development Organizations
- Academic & Public Policy Instructions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating Company, We have the obligation to

- \*\* Support and respect Human rights with in our spheres of influence.
- \*\* Make sure we are not complicit in Human right abuses.
- \*\* Make sure we are not employing forced or compulsory labour.
- \*\* Refrain from employing child labour
- \*\* Eliminate discrimination in our hiring and firing policies
- \*\* Support a precautionary approach to Health, Safety of employees and society and environmental challenges.
- \*\* Undertake initiatives to promote greater environmental responsibility
- \*\* Encourage development and diffusion of environmentally friendly technologies.

CONTRACTOR shall also ensure to fall in line with the above principles.

BAP/RANIPET got accreditation Occupational Health and Safety Management System (OHSAS 18001) and Environmental Management System (EMS 14001). As per this, OS Contractors are requested to meet the requirements of EHS (Environmental Health & Safety) guidelines (mentioned below), while engaging and using Vehicles for incoming/outgoing transportation.

- To have valid Driving license and RC book for the Transports
- To load the vehicle/bullock cart within the Safe Working Load (S.W.L.) The S.W.L. is to be displayed/painted on the vehicle/bullock cart.
- To load the material in such a way that it should not project outside the dimensions of the Vehicle/bullock cart.
- To stack the material in a manner that the material should not slide/fall during transportation.
- During manual lifting with an Adult, the weight should not exceed 50 kg.
- To attempt to adopt OHSAS 18001/ISO 14001 requirements in their manufacturing process at Contractor's work place.
- To comply with applicable provisions of the Central Motor Vehicles Rules 1989 (Rule:136 and if any). List of important Phone Nos: (given by OS) should be available with the driver while transporting BHEL materials.
- To train drivers to handle emergency situation during transportation.
- To follow the Various Acts/Rules and Regulations (particularly Factories Act 1948 and Tamil Nadu Factory Rules 1950) applicable to them.
- To maintain valid PUC (Pollution Under Control) certificates and produce while vehicle is in this company premises.

\*\* OS Contractors are requested to meet the requirements of OHSAS 18001/ISO 14001 as given below:

\*\* To adopt OHSAS 18001/ISO 14001 requirements in their manufacturing process at Contractor's work place.

\*\* To comply with applicable provisions of the Central Motor Vehicles Rules 1989 (Rule: 136 and if any).

\*\* To follow the applicable Acts/Rules and Regulations (like Factories Act 1948 and Tamil Nadu Factory Rules – 1950) applicable to them.

\*\* In addition to this,they should follow the day to day communication of OS on this regard.



Bharat Heavy Electricals Limited /Boiler Auxiliaries Plant, Ranipet- 632 406

பாரதமிகுமின் நிறுவனம்

**OUTSOURCING DEPARTMENT**

**SECTION-V (Terms and Conditions)**

Enquiry No. : **658013E**

**Kindly refer to Section-I for the date of Bid opening**

**Enquiry for entering into Rate Contract during 2019-20** for GALVANIZING of Handrail tubes, bends, ladders etc., as per BHEL Engineering drawings, quality documents and technical specifications, with materials / components supplied by B.H.E.L., as free issue.

**Scope of Work:**

Complete Galvanizing of Hand rail tubes, Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and platforms, Plate/sheet formed structures etc., Galvanising to be done to 600/610grams/Sq.mtr, 750 grams/Sq.mtr, 900 grams/Sq.mtr as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –Latest version).

- a. Recommended practice of Hot Dip Galvanizing for Iron & Steel as per IS:2629 and Continuous galvanizing process consists of cleaning of base steel surface by first oxidizing and subsequently reducing the surface oxides under controlled atmosphere or by any other inline cleaning method. Please ensure your process for continuous feeding of molten zinc bath.
- b. Passivizing treatment by suitable agent like chromic acid needs to be followed.
- c. After galvanizing, when the sheet emerges from the zinc bath, the excess molten zinc on them is wiped off by air or gas jets. There is no fluxing in this process.
- d. Zinc purity certificate for all cycle needs to be generated and shown to our inspection on demand.
- e. Type Test / Acceptance Test such as Visual Inspection, Adhesion of Coating, Uniformity of coating and Mass of Zinc coating will be made for all products.
- f. IS: 2633 - 1986 Methods of testing uniformity of coating on zinc coated articles will be referred.
- g. Mass of Zinc Coating - Minimum average mass of zinc coating for fabricated items shall be ensured as per requirement.
- h. The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total DFT shall be mini. 87microns.

**1. Eligibility to quote the rate groups:** The vendors complying with the Evaluation Sheet (as in Annexure-B) requirements alone are eligible to quote. Rates quoted by ineligible vendors if any shall be rejected. Please ref. **Section-III** and **Annexure-B** for the eligibility.

- 1.1. Contract period for this Enquiry will be **12 months** form the date of award (finalization) of contract.
- 1.2. The Enquiry is for Galvanizing of subjected items to a total quantum of **2700 MT Appx.** (contract for doing Galvanizing of subjected items) in accordance with drawings/QWIs to be supplied by BHEL/RANIPET, on the items/materials/components supplied as free

issue by BHEL/RANIPET or its vendors. The rates are on “Ex-works” basis. The other details of the conditions of the Enquiry are given below.

- 1.3. For study and quoting of rates for various Rate Schedules, the sketches along with other documents listed in Annexures are made available for downloading. For your study and reference the sample copies of actual drawings are kept at our office during working hours on all working days (up to 1 week prior to the due date for submission of tender) .
- 1.4. You are requested to have perusal of these drawings, before submitting your offer.
- 1.5. Based on the Rate contract, to be finalized, the Sub-Contractors shall accept and undertake all jobs awarded to them and execute them to the satisfaction of BHEL. Failure to comply with this requirement will be viewed seriously.
- 1.6. BHEL will conclude that the offer has been submitted by the Sub-contractor fully understanding all the requirements both explicit and implied and other conditions and accepting the same. After tender opening, Sub-contractors do not have any right to change / alter any of the conditions either partly or fully. Offers of any such Sub-Contractors doing so, will be rejected.
- 1.7. Vendors are requested to refer to **SECTION-I** of this tender for (a) the applicability of EMD, (b) waiver available for EMD for MSME vendors and (c) procedure involved in submitting the offer in three parts.
- 1.8. The rates are invited under following categories from eligible vendors:

Sl	Description:	Coating thickness in Grams per Square meter	Tentative Quantity for ARC 2019-20 In Metric Tons	Remarks
1	GALVANIZING confirming to IS 2629(latest version) of Galvanizing of Hand rail tubes, Hand rail bends and other components like Flats, Ladder, structure of galleries and platforms, Plate/sheet formed structures	600 or 610	1500	Rates to be quoted in Rs. Per Metric ton
2	Galvanizing of Hand rail tubes, Hand rail bends and other components like Flats, Ladder, structure of galleries and platforms, Plate/sheet formed structures	750	750	Rates to be quoted in Rs. Per Metric ton
3	Galvanizing of Hand rail tubes, Hand rail bends and other components like Flats, Ladder, structure of galleries and platforms, Plate/sheet formed structures	900	450	Rates to be quoted in Rs. Per Metric ton

- 1.9. Vendors are requested to quote the rates for all the three categories in Rs. per MT meeting the terms and conditions of this tender in full.

## 2. RATES :

- 2.1. The offer has to be submitted ONLY IN **Section-VIII (for the Techno-Commercial Bid) and Section-IX (for Price-BID both in Hard-copy ) only**, duly signed by the authorized person of your Firm with Rubber Stamp in the space provided in **Section-VIII and IX**. No deviation or change from the Tender conditions will be entertained and BHEL reserves the right to reject such offers. Please quote your FIRM rates per MT. The rate shall include all consumables/activities as specified in clause 2.1.1 to 2.1.6 and the operations called for as well as the conditions indicated in the tender.
- 2.1.1. The rate shall include all consumables for galvanizing as stipulated in the drawings/QWIs/Specifications/procedures and any indirect materials required for galvanizing.
- 2.1.2. The rate shall be inclusive of all the preparatory activities required for galvanizing as per standards and the post galvanizing activities.
- 2.1.3. All painting charges including cost of the paint required in the process is fully in the scope of vendor. No extra charges payable by BHEL for such paintings.
- 2.1.4. Offering the jobs for inspection to BHEL /Customer or its authorized inspection agency is in Sub-Contractors scope and the quoted rate shall include the same.
- 2.1.5. All the charges incurred for the testing (as applicable and called for by the inspection) of the items and the work to be done after testing is in vendors scope and the quoted rate shall include the same. The description of items (hand rail tubes, bends, etc) given for the tender is only indicative. Any items of similar nature with different name/description shall be loaded against the same rate based on the work content. For payment purpose, only Rate given shall be considered.
- 2.1.6. Protecting the material issued by BHEL under safe custody until completing the delivery as required. (to be read with cl. 3.4.10)
- 2.2 The rates shall be quoted by considering the “**Price variation clause (PVC)** as per section-VII”. The rates are operative, with application of PVC for placement of orders for **ONE YEAR** on Rate Contract basis to be entered into between BHEL and the Sub-contractor. Please quote rates for galvanizing based on HZL rate of Rs. 1, 91,500 per MT for Zinc as on dt. 02.09.2019-(Hyderabad stock point of HG grade)
- 2.2.1. The total available load from time to time will be distributed to those Sub-contractors with preference to L1, L2 and L3, with whom Contract is entered into and to that Contract, the addenda shall be placed in a phased manner subject to the availability of potential for BHEL and also depending upon your performance such as completion according to our plans/requirements, meeting quality requirements, prompt issue of documents, submission of other reports as called for, then and there. BHEL does not guarantee ordering of any minimum quantity on any Sub-contractor.
- 2.2.2. However, if the Sub-contractors are performing well in terms of sequential dispatches and required tonnage interalia meeting the requirements laid down above, the same will be considered during loading. Please ref. **Cl. 14 of Section-IV** for counter offer load distribution (The Scope of fabrication will be indicated in Annexure II & Customer

approved quality plan in issued along with Addenda to be released after finalization of contract).

- 2.2.3. The L1, L2 and L3 Vendors will be loaded for more quantum, subject to other performance criteria specified above.
  - 2.2.4. Job Work orders will be issued after entering into Rate contract with the Sub-Contractors. Discrepancy in the JWOs if any, has to be settled immediately then and there within 10 days from the date of Job Work Order.
  - 2.2.5 ARC Contract will be entered only with the vendors who respond to this ARC-Enquiry. New vendors who have not responded to this ARC-Tender-but registered/approved later, if any will be permitted in the next year ARC (provided they respond to the next-year ARC).
  - 2.2.6 In case of new vendors, The Inspection report on **First-of-trial** of First-addendum-JWO shall be submitted. Further loading of jobs will only be considered after the successful completion of the First-addendum-PO.
- 2.3 ELIGIBILITY TO QUOTE: Please refer **SECTION-III** for the pre-Qualification criteria

### **3. RAW MATERIAL ISSUES AND ACCOUNTAL:**

- 3.1.1 The items/material required for galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back after Galvanizing. Galvanizing to be done to 600/610 grams/sq.mtr, 750 grams/sq.mtr, 900 grams/sq.mtr, depending upon the requirement. Transport charges are NOT in your scope and hence not Payable. Weights of GMS (Annexure II of addenda to be released after finalization of contract) will be the basis for accounting of materials issued and for billing of galvanizing charges.
- 3.1.2 The galvanizing shall be done AT THE EARLIEST WITHOUT ANY DELAY. If BG limit becomes a constraint, in case of more quantity of items for galvanizing, vendor shall arrange for additional BG within 2 weeks time as per the need.
- 3.1.2 Wherever Sub-contractor comes across receipt of excess material due to any error in GMS/Drgs/JWO/addenda that is to be brought to the notice of AGM/OS immediately.
- 3.1.3 Excess material arising out of wrong issue shall be returned back.
- 3.1.4 Returning of excess-material to BHEL is mandatory. Incase where those materials are not returned, cost shall be recovered along with all applicable statutory levies such as GST, Taxes etc along with our departmental charges/Administrative charges. Currently the departmental/administrative charges are 25% for indigenous materials and 50% for imported materials on the value. In addition, Statutory taxes, duties & levies as applicable will also be recovered and no claim for refund will be admitted by BHEL/RANIPET. The rate of departmental and administrative charges, as applicable from time to time, irrespective of the date of failure, will be applicable. Besides penal interest will be levied on the material value, for the period starting from date of issue of material.
- 3.1.5 For the purpose of material accounting after completion of a particular WO, BHEL/OS department will issue a preliminary material accounting statement thro' E-mail, the next day of completion.

- The Sub-contractor shall respond within 7 days of receipt of Preliminary MAS, Either by Accepting the Pre-MAS OR submit their own Sub-contractor/Firm-MAS (In the case if the Pre-MAS is not in line with the requirement).
- Any discrepancy as indicated in Pre-MAS will have to be reconciled with the Material Accounting section with necessary proof of documents within a week from the date of issue of Pre-MAS. If reconciliation is not done within a week, it will be treated that Pre-MAS is correct in all respects
- If the Pre-MAS is accepted by the Sub-contractor, BHEL will prepare, within 7 days, the Final-MAS.
- For Deleted /Diverted Job Work orders, Final material accounting should be settled within 14 days time, after deletion/diversion. Otherwise, BHEL will prepare suo-motto Final-MAS on completion 14 days of IOM date. For exceptional cases with reasons attributable to BHEL, a further relaxation of 1 week will be given on the certification of respective field officers.
- The response if any received from the Sub-contractor will be studied and considered and Final MAS will be prepared. In case if no response is received, the provisional MAS will be treated as 'Final' MAS and accordingly, Final material accounting statement (FMAS) will be issued. BHEL will prepare the FINAL MAS within 30 days of DC control.

3.1.6 Recovery towards non return of balance material as per FMAS will be done as per Contract norms along with statutory taxes, duties & Levies as applicable from any one of the running bills. Hence, any correction after the issue of Final-MAS will not be entertained. After the issue of Final-MAS, the WO will be treated as closed in all respects thereby any requests towards refund of recovery if any will not be entertained.

3.1.7 Please note that the Sub-contractor is responsible for prompt material accounting and settlement of outstanding dues towards non-return of balance material. Delay in settling the material accounting / outstanding dues will entail BHEL the right to terminate the Contract forthwith or to impose temporary suspension on further loading at the discretion of BHEL /RANIPET. Also, in case of non return of material or non submission of material accountal statement, BHEL reserves the right to en-cash the Bank Guarantee / Fixed Deposit Receipt submitted by the Sub-contractor and initiate legal action against the Sub-contractor.

3.1.8 Where an entity (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/ director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.)\_ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:

(a) both entities are legally distinct/ separate entities, or

(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity.

- 3.1.9 The material issued to the Sub-contractor as free issue shall remain the property of BHEL/RANIPET. The Sub-contractor shall use the above material only for the execution of BHEL's Contract / addenda and for no other purpose whatsoever. The Sub-contractor shall be responsible for the full value thereof to be assessed by BHEL/ RANIPET whose decision shall be binding on the Sub-contractor. The Sub-contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Sub-contractor, while such property is in the possession or under the control of the Sub-contractor, their employees, workmen or agents or any other person connected with the Sub-contractor. The Sub-contractor should execute an agreement in **Rs. 100/-** non- judicial stamp paper and maintain the secrecy of the design, know how of BHEL products.
- 3.1.10 All the materials of BHEL RANIPET shall under no circumstance be hypothecated/ leased/ encumbered to any Bank or any Lending Institution or to any party whomsoever. It should not also be shown as the Sub-contractor's assets in any of the statements of the Sub-contractor to any party. The Sub-contractor shall, whenever required, produce the materials supplied as free issue by BHEL/RANIPET or BHEL Vendors, to BHEL officials visiting the Sub-contractor's unit for verification purposes. If the Sub-contractor fails to produce or properly account the material so issued, BHEL/RANIPET will have the right to take further action as deemed fit including recovery of the value of materials along with the respective administrative charges and statutory levies from the running bills of the Sub-contractor (with BHEL/Ranipet and with other Units of BHEL) and also any or all of the actions such as, Suspension of business dealing (as in Annexure-O) temporary suspension of loading, termination of Contract, holding the payment due etc., Similarly for the claim made by any units of BHEL (on account of such vendor) to the BHEL-Ranipet, the Bank Guarantee submitted to BHEL/Ranipet will be encashed.
- 3.1.11 As and when required/applicable, BHEL /RANIPET will transfer (or advice for returning u/RSV) the material available for which JWO/Issue Position(IP) is not closed, from one Sub-contractor to the other Sub-contractor/other IP of the same Sub-contractor. For this, necessary credit will be given during material accounting. The material transfer emanating from Outsourcing Department, BHEL, RANIPET, is to be honored by the Sub-contractor **immediately** or otherwise recovery will be made at the prime material cost. Any difficulty for effecting such transfer shall be brought to the knowledge of OS/BHEL/RANIPET immediately.
- 3.1.12 The Sub-contractor is responsible for submission of CLEAR material accounting statement (MAS) ie. ensure that all transactions are completed (including IAWTV/RSV etc) within 7days from the date of completion of work order & failing, without prejudice to other rights under Sub-contractor, law or otherwise, which MAS will be closed suomotto and recovery for the material will be effected after adjusting of balance payment due to the Sub-contractor from any of the running bills. Delay in settling the

material accounting will entail BHEL the right to terminate the contract forthwith or to impose a temporary suspension on further loading at the discretion of BHEL/RANIPET.

- 3.1.13 Materials will be delivered / collected by BHEL/BHEL vendor either in Lorries / trailers / trucks and can be overseen by Sub-contractor's representative. Shortage or variation in quantity, size and weight shall not be accepted. Materials will be issued BY BHEL/RANIPET only after the receipt of necessary Bank Guarantee as per **C.L.12.0**.
- 3.1.14 The Sub-contractor shall be bound by the accounts, statements acknowledgement of materials, receipts etc., wherever signed by their representatives.

#### 4. PAINTING:

- 4.1 All painting works if any shall be part of vendor's responsibility, including cost of paints.
- 4.2 Application The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total dry film thickness (DFT) shall be minimum 87microns.

5. **TRANSPORT CHARGES:** As the rate are invited with Delivery–terms as Ex-works basis, the freight charges are NOT PAYABLE.

#### 6. TECHNICAL REQUIREMENTS :

- 6.1. The galvanizing shall strictly conform to the specifications/standards indicated in the drawings/QWI. Care must be taken to adhere strictly to the NOTES given in the drawings. It should be ensured that deviations, if any, are recorded properly in the D.R. books and the same shall be made available to BHEL officials or to their authorized agencies.
- 6.2. Any other work carried out outside the requirements of drawings /QWIs shall have the prior approval of the competent authority of Outsourcing Department, BHEL/RANIPET.
- 6.3. Adequate facilities like equipments required for cleaning, Heating, handling facilities and measuring / testing instruments as called for must be available duly calibrated and kept with the Sub-contractor for the purpose of Galvanizing. All the above basic facilities/equipments must be under working condition and the same be made available for verification by the BHEL officials or their authorized agents whenever they are called for.

The instrument/gauges are to be calibrated periodically as follows:

Sl.No.	Type	Periodicity
01	Measuring instruments / gauges	One year
02	Limit Guages (Eg.Plug/ring)	One year
03	Temperature , Pressure gauges	6 months
04	Measuring Steel tape	Once

- 6.4. Calibration status shall be displayed at the sub-contractors works in a conspicuous location. Calibration can be performed either at BHEL or at any Govt. approved labs traceable to national standards.

6.5. Normal safe loading of galvanized items on the BHEL/BHEL vendor vehicles shall be made by the Sub-contractor to avoid damages on the galvanized surface. The rate is inclusive of this safe handling.

**9.0 INSPECTION :**

9.1 Inspection of Galvanizing process and the Galvanized jobs shall be carried-out by our Quality control department and/or by the customers and/or by an agency or persons authorized by BHEL/RANIPET at the Sub-contractor's works. The concerned Engineer/supervisor/Authorized Official of the Sub-contractor authorized by the Sub-contractor to carry out all Inspection activities and their authority/activities shall be on par with any other Inspection agency approved by BHEL (like TUV/IRS/INTERTEK etc., ). All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the Sub-contractor free of cost.

9.2 Our representatives/authorized agents will have free access to the Sub-contractor's works at any time during the execution of orders as well as for verification of requisite documents/materials.

9.3 The Galvanized items/components are deemed to have been accepted as ready for delivery only after IR is raised by the Inspecting Agency.

9.4 Statutory inspection requirements such as standard procedures/testing methodologies if any are to be met by the Sub-contractor.

9.5 The quality of the paint being used will be checked by BHEL Ranipet at regular intervals. Samples will be collected from vendor works and will be tested at BHEL to ensure quality as per relevant standards. In case of discrepancy in meeting our specification, the job may be rejected/vendor may be put under suspension of business.

9.6 In case of any internal dispute of the Sub-contractor, such as but not limited to disputes between partners of the Sub-contractor, dispute between Sub-contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Sub-contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL.

**10.0 PAYMENTS:**

The weight of the items/components is only based on the "DU" (Dispatchable Unit) weight as per Annexure-II of Job Work order given in and Invoice shall be raised for the DU weight only to be released after finalization of contract (scope of work).

10.2 100% payment shall be made against invoices supported by (a) inspection report (IR) in duplicate, issued by the BHEL inspector or any other BHEL authorized agency, (b) Inter AD works transfer Voucher (IADWTV) duly signed by your authorized person and the vendor taken delivery of galvanized items along with Delivery Challans (DC) OR acknowledged by BHEL/Stores in case of delivery taken by BHEL and (c) Material Accounting Statement(MAS).

- 10.3 Payment will normally be made in about 45 days after receipt of valid invoices raised in accordance with CL. 10.2 & supported by full set of necessary documents at Finance.
- 10.4 The payment shall be subject to the deduction of any amount for which the fabricator is liable or indirectly under this contract or any other contract of the fabricator or any other fabricator's contract where the proprietor / any of the partners / directors of the present fabricator is / are proprietor/director/s/partner/s, in respect of which BHEL / Ranipet is a contractee.
- 10.5 **No Interest:** No interest shall be payable by BHEL on Earnest Money Deposit (EMD) or Security Deposit(SD), if applicable, or any money due to the sub-contractor by BHEL.
- 11.0 PROGRESS REPORT :**
- 11.1 The Sub-contractor shall from time to time tender such reports and also discuss with our officials concerning the progress of the work and commitment as may be required by BHEL RANIPET. The submission, receipt, and acceptance of such reports shall not prejudice the rights of BHEL RANIPET, under the Contract shall operate as an estoppel against BHEL RANIPET merely by reason of the fact that they have not taken notice of/or objected to any information contained in such reports. Action as deemed fit will be taken if the progress of the work is not satisfactory.
- 11.2 The Sub-contractor shall furnish a monthly inventory report at the end of every month regarding the availability of free issue materials at their end as required by Outsourcing Department, BHEL RANIPET. If the Sub-contractor fails to produce properly account the materials so issued, BHEL, Ranipet have the right to take further action as deemed fit including recovery of the value of the materials along with the respective administrative charges and statutory levies from the running bills of the Sub-contractor/suspension of load/termination of contract/de-listing
- 11.3 Any act of Sub-contractor resulting in dishonest misappropriation or conversion of the materials so issued for his own use shall constitute the offence of Criminal Breach of Trust under Indian Penal Code and /or such other offences under any other provisions of law and the Contractee shall have every right to proceed against the Sub-contractor under Criminal Law in order to ensure proper punishment to such perpetrator/s for the said offence/s. In such cases, BHEL shall take all necessary steps to recover the material available with those firms.
- 12.0 BANK GUARANTEE :**
- 12.1 Vendor shall provide Bank Guarantee as stipulated as in clause 12.7.
- 12.2 Bank Guarantee to the specified value for the safe custody of the materials issued by BHEL, Ranipet as free issue and for the satisfactory performance of the Contracts is to be executed from any one of the banks in the List of Consortium of Banks or Nationalized banks on behalf of the Sub-contractor. Bank Guarantee furnished from any other Nationalized or schedule banks other than listed banks can be accepted only with the prior approval of BHEL (OS Department). Also, the above bank guarantee shall be executed on a non-judicial stamp paper of value Rs.100/-or as applicable and shall be kept valid throughout the contract period PLUS 3 Months as the claim period and shall be submitted directly by bankers to BHEL as per our standard bank guarantee format attached in SECTION -X.
- 12.3 The bank guarantee should cover the recoveries to be made by BHEL towards material / faulty workmanship etc and also for which proper material accounting is not made within the stipulated time and shall cover all Contracts past, present and

future placed by the BHEL/RANIPET. If the recovery amount is more than the pending bills, the difference amount to be settled immediately submitting Demand Draft in favour of BHEL/ Ranipet. In place of Bank guarantee, Fixed Deposit Receipt (FDR) drawn in favour of BHEL/Ranipet can also be furnished.

- 12.4 Necessary Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) should be furnished and must be renewed in time.
- 12.5 The release of Contract by BHEL shall be on the strength of the BG/FDR for the safe custody of raw materials issued by BHEL, Ranipet as free issue. BHEL reserves the right to increase the value of the BG/FD depending upon the material availability with the fabricators from time to time.

**List of Bankers from whom Bank Guarantee is to be obtained.**

	<b>Nationalised Bank</b>	13	State Bank of Hyderabad	24	Standard Chartered Bank
1	Allahabad bank	14	Syndicate Bank	25	The Royal Bank of Scotland N.V.
2	Andhra bank	15	State Bank of Travancore	26	J P Morgan
3	Bank of Baroda	16	UCO Bank		<b>Private bank</b>
4	Canara Bank	17	Union Bank of India	27	Axis Bank
5	Corporation bank	18	United Bank of India	28	The Federal Bank Limited
6	Central bank	19	Vijaya Bank	29	HDFC
7	Indian Bank		<b>Public Sector Banks</b>	30	Kotak Mahindra Bank
8	Indian Oversea Bank	20	IDBI	31	ICICI
9	Oriental bank of Commerce		<b>Foreign bank</b>	32	Indusind Bank
10	Punjab National Bank	21	CITI Bank N.A	33	Yes Bank
11	Punjab & Sindh Bank	22	Deutsche Bank AG		
12	State Bank of India	23	The Hong kong and Shanghai Banking Corporation Limited		

- 12.6 **GUARANTEE for the finished goods:** The fabricator shall warrant that the galvanizing done comply fully with the standards, drawings and other technical conditions. If the same is found defective owing to faulty workmanship/ incomplete work within a period of eighteen months from the date of delivery, the fabricator shall make good of it/replace the same free of cost. Alternatively, the rework / replacement charges will be recovered. The base BG shall be returned by BHEL after 90 days from the date of final bill submission or RC validity period whichever is later.

**12.7 BANK GUARANTEE NORMS :**

- Minimum base BG value of Rs.3 Lakhs** should be provided by the vendors at the time of signing the contract. This BG should be kept valid for **90 days after Rate Contract validity or 90 days after last bill submission date whichever is later.**
- Prior to placement of Job Work Order, if available BG is short of the required BG value, the same will be intimated to the vendor.
- The vendor shall arrange for the required BG within 15 days from the date of receiving such intimation from BHEL.

4. If the vendor does not submit the required BG within 15 days, then the Job Work order / loading quantity may be reduced / diverted to other firms.
5. After completion of Job Work order, the vendors can request for return of BG and the same shall be considered by BHEL.

### **13.0 LIQUIDATED DAMAGES :**

- 13.1 Delayed execution beyond the delivery date stipulated in the addendum, will attract liquidated damages at the rate of half a percent of the value (Galvanizing cost) of the items delayed for each week or part thereof subject to a maximum of 10% value of the particular work order in the addendum to the contract without prejudice to any other relief or compensation to the BHEL/RANIPET under any other conditions of the contract.
- 13.2 Reasons like power cut, Labour Issue, Machine Break-down etc., which are controllable by the vendors shall not be accepted as reasons for delay for delivery extension purposes.
- 13.3 Where delivery extension is sought with waiver of penalty, the same should be applied with justification before **delivery to BHEL Stores/Shipping**.
- 13.4 **ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP** :If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Sub-contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re execute the work at the risk and expense of the Sub-contractor.
- 13.5 BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the works which do not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increase or decrease and to decide on the issues which arise in the execution of the work.
- 13.6 BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Sub-contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.
- 14.0 **SUBLETTING** : The Sub-contractor shall not sublet or assign this contract or any part thereof without the written permission of BHEL/RANIPET .
- 14.1 Subletting or assigning this contract or any part thereof without such permission, the BHEL/RANIPET shall be entitled to cancel the contract and to execute the work elsewhere at the risk and cost of the Sub-contractor and the Sub-contractor shall liable for any loss or damage which BHEL/RANIPET may sustain in consequence of or arising out of such fabrication elsewhere and also cancellation of registration/temporary suspension of further loading.

**15.0 GST:-****"For firms located within Tamilnadu:**

**GST @18% (CGST-9% and SGST-9%) is applicable and the amount is Cenvatable. GST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.**

**For firms located other than Tamilnadu:**

**IGST @18% is applicable and the amount is Cenvatable. IGST amount will be reimbursed on submission of proof of remittance challan, declaration if any and uploading of details in GSTN network with in the statutory time period.**

- 15.1 Income Tax deduction and surcharge on IT at source at such percentage as prescribed in the Income Tax Act from time to time will be made on the value of the invoices in the absence of Income Tax Exemption Certificate from the concerned Income Tax Officer received and submitted by the Sub-contractor. Sub-contractor has to submit photocopy of PAN Card along with original for verification.
- 15.2 BHEL/RANIPET will not be responsible for payment of any taxes and duties wrongly paid on account of ignorance of law or otherwise and also duty paid at a later date based on litigation.

**16.0 GENERAL :**

BHEL reserves the right to recover the dues if any, from the Sub-contractor from any one of the running bills of this contract or any other contract with the Sub-contractor or from any other division of BHEL.

- (a) It is preferred that the Proprietor/Managing Partner/Director as applicable to the company should be easily accessible to BHEL official for day to day interaction Any change in the constitution of the Sub-contractor's unit or in shifting of works to a new location, the same shall be made only after getting specific approval from Outsourcing , BHEL RANIPET. Any deviation found later will be dealt with as deemed fit including cancellation of registration. Also change of Banker requires the prior approval of BHEL/RANIPET.
- (b) Partnership firms should have the latest Form A (Rule 5) Declaration filed with the Registrar of Firms and private Limited firms should have the current MOA and the copy of the same should be produced at the time of signing the Contract.
- (c) The Sub-contractor is liable for all statutory obligations, including but not limited to taxes and duties, ESI, PF, ED/ST, Labour Acts, Factories Acts, Workmen Compensation Act, etc., for their workers. BHEL/RANIPET will have no liability in respect thereof. Notwithstanding the above, if any demand notice is served by the concerned Statutory authorities for recovery of any of their dues on BHEL, BHEL shall have the right to pay the same without notice to the Sub-contractor and recover the same plus administrative charges of 15% of such amount from the Sub-contractor either from the pending/future bills of the Sub-contractor or otherwise. Such act of repeated default is liable for suspension/stoppage of further business till such time the default/violations get vacated. Notwithstanding anything to the contrary, BHEL shall not be liable for any penalty or interest imposed by any statutory authority due to the action of the Sub-contractor or his employees, workers, agents, etc.,

- (d) The Sub-contractor has to devise suitable scheme whereby the employment of child labour should be regulated in line with the child Labour Act (prohibition & Employment Act 1986).
  - (e) All the safety precautions and use of safety equipments are to be followed while carrying out the work. The Sub-contractor must have proper tools and handling equipments. There should always be a responsible person available at the Sub-contractor's works to oversee the operation and compliance of safety regulations. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.
  - (f) All the documents (Inclusive of Drawings, GMS and Standards ) of BHEL made available to the Sub-contractor should be kept in a strict confidence and under no circumstance be made available to others or allow others to make use of them for any other commercial purpose whatsoever. This secrecy clause is binding on the employees of the Sub-contractors also. Any contravention will be subjected to legal action besides suspending business with BHEL. Such documents should be returned to the BHEL/RANIPET destroyed with the prior approval of Outsourcing, BHEL/RANIPET.
  - (g) Un-authorized act of engagement of any individual who is a full time employee of BHEL for part time/full time work by the Sub-contractor will be viewed very seriously and such act is liable for suspension/total stoppage of further business dealings with the Sub-contractor by BHEL/RANIPET.
  - (h) Should a Sub-contractor has a relation or relations in the case of a firm or a company of the Sub-contractor, one or more of its shareholders or relation or relations of the shareholders employed in BHEL or any ex employee who has retired/resigned within a period of two years as on date of the Contract or at any subsequent date after award of this contract, BHEL shall be informed of the fact at the time of signing the contract and thereafter as applicable and obtain the permission of BHEL for such engagement, failing which BHEL may in its own discretion rescind the contract.
  - (i) The Sub-contractor shall not attempt any unethical acts and if they are found indulging in such acts, they are liable to be blacklisted apart from other actions. Sub-contractors indulging in any business practices detrimental to BHEL either directly or indirectly, will be dealt with severely by the due process of law.
  - (j) Payment for all the invoices shall be effected by a crossed A/C payee cheque /EFT/RTGS in favour of the Banker which should be indicated in all invoices of the Sub-contractor.
  - (k) In order to ensure safe custody of our materials, leasee of those firms under lease shall ensure that their lease period is valid for min .of 3 years (from date of signing the contract)
  - (l) In addition to the above, our standard General Conditions enclosed shall also apply.
- 17.0 BHEL reserves the right to :
- (a) Negotiate with the Sub contractor who has submitted the Lowest offer for "Payment Rate Schedules"
  - (b) Distribute the requirements on more than one subcontractor at the Lowest acceptable rate.
- 18.0 Sub-contractors are requested to indicate their one email-Id as "Primary e-Mail-ID", which will only be used for all correspondences (like for MAS and Payment etc..)

**19.0 Arbitration and Jurisdiction:**

- (a) Any dispute between BHEL and the Sub-contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator.
- (b) The parties hereto agree that the Sole Arbitrator shall be the Unit Head of BHEL, BAP, Ranipet or his nominee. The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
- (c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- (d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract.

**BHEL/RANIPET is not responsible for any type of delay in receipt of tender.**

**The Section I to X and Annexure B to R (as applicable) are part of this tender.**

BHEL/RANIPET reserves the right to reject any or all the tenders either in full or part thereof at their discretion without assigning any reason thereof.

Kindly acknowledge the receipt.

Thanking you,

Yours truly,

For and on behalf of  
BHARAT HEAVY ELECTRICALS LIMITED,

MANAGER/OS

**METHODOLOGY FOR ARRIVING THE RANKING OF RATES**

Note:

1. The evaluation criteria is common for all the three rate descriptions given below. You are requested to quote for all the three description compulsorily.

2. The rates quoted shall be evaluated on the basis of "total cost to BHEL". Though the rates offered by galvanizing vendors are on "Ex-works" basis, while working for "total cost to BHEL", BHEL will also add the transport cost incurred to BHEL as per the below details.

a) Rs.500/- per MT will be added for the Vendors located with in 60Kms from BHEL,Ranipet

b) Rs.1001/-per MT will be added for the Vendors located above 60 Kms and upto 160 Kms

c) Rs.2200/-per MT will be added for the Vendors located above160Kms and upto 300 Kms.

**(The above rates are only tentative and exact rate will be intimated at the time of price bid opening)**

3. Only the L1 ranked vendors will be called for Negotiation.

4. The Highest H1 vendor will be eliminated from the tender.

5. The loacation of vendor is the radial distance from BHEL/Ranipet to Vendor works where the Galvanizing is done.

sl	Description:	Coating thickness in Grams Per Sq. Mtr (gsm)	Qty Unit	Rate in Rs. / MT	location of vendor	TPT cost to BHEL	Arrived rate in Rs./MT
1	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 600/610 gsm depending upon the QP/CQR/Project requirement	600 or 610	1500 MT	A		B	A+B
2	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 750 gsm depending upon the QP/CQR/Project requirement	750	750 MT	A		B	A+B
3	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 900 gsm depending upon the QP/CQR/Project requirement	900	450 MT	A		B	A+B

**SECTION-VII - METHODOLOGY for PVC WORKING**

1. The Rate Descriptions for GALVANIZING ARC 2019-20 are listed hereunder.

Sl	Description:	Coating thickness in Grams per Square meter	Quantity for ARC 2019-20 In Metric Tons	Remarks
1	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 600/610 gsm depending upon the QP/CQR/Project requirement	600 or 610	1500	
2	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 750 gsm depending upon the QP/CQR/Project requirement	750	750	
3	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 900 gsm depending upon the QP/CQR/Project requirement	900	450	

2. Price Variation clause is applicable for the above rates as per the following working:

2.1 PVC for the above galvanizing charges are based on change in rate of HG-Zinc applicable for Hyderabad as published by Hindustan Zinc Limited in their website: [www.hzlconnect.com](http://www.hzlconnect.com).

2.2 Increase/decrease of 9% on difference in the cost of zinc over the base period for 600/610/750 gram/sqm and 10% for 900gram/sqm. Accordingly the following formula is to be adopted.

$$2.2.1 \quad R_1 = R_0 + (0.09(Z_1 - Z_0)) \quad \text{for 600/610/750 grams/sqm}$$

$$2.2.2 \quad R_1 = R_0 + (0.1(Z_1 - Z_0)) \quad \text{for 900 grams/sqm}$$

Where,

R<sub>1</sub> = Revised rate for galvanizing

R<sub>0</sub> = Original rate for galvanizing

Z<sub>1</sub> = Ruling price of Zinc per MT 15 days prior to IR date of the Job

Z<sub>0</sub> = Ruling price of Zinc per MT as on 02.09.2019 (Rs.1,91,500/- per MT)

2.3 The increased price on galvanizing charges will be based only on increase in zinc price. All other cost elements will not be considered.

2.4 Any downward trend in zinc price will have a corresponding downward revision in Galvanizing charges.

2.5 The base date for HG-Zinc prices is on 02.09.2019, and the ruling price of Zinc (Z<sub>0</sub> of above formula) at HZL, Hyderabad is Rs.1,91,500 per MT of Grade 'HG'.

2.6 The lead time for procurement of Zinc, the process of galvanizing of jobs, and inspection is proposed to be considered as 15 days. The date of inspection of the galvanized job (IR date) will be considered as the date of completion of the job.

2.7 For the purpose of Zinc price variation, the zinc price circular dated 1<sup>st</sup> of the month from Hindustan Zinc limited for Hyderabad will be considered for Galvanizing jobs completed during 16<sup>th</sup> to 30<sup>th</sup> of that month and Zinc price circular dated 16<sup>th</sup> of a month will be considered for Galvanizing jobs completed during 1<sup>st</sup> to 15<sup>th</sup> of the next

## SECTION VII of 658013E

month/subsequent month. In case of the rate are not published on 1<sup>st</sup> and 16<sup>th</sup> of any month, the rate available immediately prior to the said dates will be considered.

2.8 While submitting their Galvanizing bill, the vendor shall furnish the relevant price circular from M/s Hindustan Zinc Limited as documentary evidence for Zinc price variation.

2.9 The proposed ARC will be for a period of one year.

## Section - VIII (Techno commercial Bid format)

BHEL Enq.No	658013E	Offer Ref :			
Enq.Dated	9-Sep-19	Offer Date:			
Due Date	30-Sep-19				
A1	Name & address (Head office)				
A2	Factory's address				
A3	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID				
A4	Validity of offer	Six month	Accepted / Not accepted		
A5	<b>Description: Galvanising conforming to IS 2629 (latest version)</b>	<b>Coating thickness in Grams Per Sq. Mtr (gsm)</b>	<b>Qty Unit</b>	<b>Spareable capacity in MT per Month</b>	<b>Quoted / Not quoted</b>
1	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 600/610 gsm depending upon the QP/CQR/Project requirement	600 or 610	1500 MT		Yes / No
2	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 750 gsm depending upon the QP/CQR/Project requirement	750	750 MT		Yes / No
3	Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 900 gsm depending upon the QP/CQR/Project requirement	900	450 MT		Yes / No
A6	Previous job work order reference :	a) for Year 2019		b) for Year 2020	
A7	Scope of Transport is NOT INCLUDED IN THE SCOPE OF THE Galvanising contractor. Hence the Transport Charges are NOT-TO-BE-INCLUDED in quoted rates				
A8	Price Variation Clause applicable as per the Rate in Rs/MT is quoted based on Hindustan zinc (HG Zinc) price dt 02.09.2019 for Hyderabad using price variation clause as per Annexure VII			<b>Accepted / Not accepted</b>	
A9	Delivery Terms	EX-WORKS			
A10	Ref No. of BG, It's value and validity				
A11	Payment term:	100% after IR, IAWTV, DC, MAS within 45 days			
A12	Delivery Period	within One Month			
B1	Is GST applicable		YES/NO		%
B2	GST NO				
B3	Is levying of BHEL's Std-LD on delayed dely ( @ 0.5% per week, Max 10%) as detailed in Cl.13 of Section V is acceptable				YES
B4	The Terms and Conditions of the a/m Enquiry (including Annexures ) is read, understood and is acceptable				YES
(Stamped) Signature with date of authorised signatory					
Name & Designation of Authorised Signatory					

## Section - IX (Price Bid format)

<b>BHEL Enq.No</b>	<b>658013E</b>	<b>Offer Ref :</b>		
<b>Enq.Dated</b>	<b>9-Sep-19</b>	<b>Offer Date:</b>		
<b>Due Date</b>	<b>30-Sep-19</b>	<b>Offer Validity</b>	SIX MONTHS	
A1	Name & address (Head office)			
A2	Factory's address			
A3	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
sl	<b>Description:</b> Galvanising conforming to IS 2629 (latest version)	Coating thickness in Grams Per Sq. Mtr (gsm)	Qty Unit	Rate in Rs. Per M.T
1	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 600/610 gsm depending upon the QP/CQR/Project requirement	600 or 610	1500 MT	Rs...../-
				(in Words) Rupees.....
2	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 750 gsm depending upon the QP/CQR/Project requirement	750	750 MT	Rs...../-
				(in Words) Rupees.....
3	Galvanizing of Hand rail tubes,Hand rail bends,(tube dia 27.3,34.2,42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc., Galvanising to be done to 900 gsm depending upon the QP/CQR/Project requirement	900	450 MT	Rs...../-
				(in Words) Rupees.....
B1	We confirm that the taxes and duties , other terms as indicated in techno-commercial bid (vide: Section VIII) are applicabe and valid.			
B2	The Terms and Conditions of the above mentioned Enquiry (including Annexures ) is read, understood and is acceptable.			
(Stamped) Signature with date of authorised signatory				
Name & Designation of Authorised Signotory				
<b>Note: 01. Forward this Offer sheet with your printed Letter Head</b>				

Bank Guarantee No : ..... Date..... Banker Name : .....

Bank Guarantee Value Rs.....Lakh(s)

FIRM CODE : .....

Please affix Rs.100/-  
Non-Judicial Stamp here

1. THIS DEED OF GUARANTEE made this..... day of.....20.....  
by ..... (hereinafter called the Bank) in favour of  
M/s. BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT,  
RANIPET-632 406 having its Registered Head office at BHEL HOUSE, SIRI FORT, NEW DELHI,  
Pin - 110 049.
2. WHEREAS M/s. BHARAT HEAVY ELECTRICALS LIMITED, hereinafter called the "COMPANY"  
have placed Purchase Orders / Work Orders which are pending as on date and also future  
Purchase Orders / Work Orders to be placed by the company upto the expiry of this Guarantee  
(hereinafter called the "CONTRACT") for machining fabrication supply of pressure and non-  
pressure parts with .....  
..... (hereinafter called the  
CONTRACTOR/SUPPLIER) and the said machining / fabrication / supply of pressure and non-  
pressure parts shall be made from the supply of raw materials and components by the company  
to the Contractor / Supplier in pursuance of the Contract(s) already placed but pending execution  
as on date and the Contract(s) to be placed from time to time by the company on the contractor/  
supplier.
3. AND WHEREAS one of the conditions for placing such Contract(s) is that contractor / supplier  
shall provide the company with a Bank Guarantee to the extent of Rs.....  
(Rupees.....) as a security for the raw  
materials and components supplied and to be supplied in pursuance of the contract(s) already  
placed and pending as on date/and the contract(s) to be placed from time to time upto the  
expiry of this Guarantee and also for the satisfactory performance and completion of work/supply  
and the terms and conditions of the said contract.
4. AND WHEREAS the contractor/supplier have approached the Bank and at their request and in  
consideration of arrangements arrived at between the said contractor/supplier and the said  
Bank. We, the Bank have agreed to give such guarantee as hereinafter mentioned in favour of  
the aforesaid company.

Sign & Seal of issuing Bank

Bank Guarantee Value Rs.....Lakh(s)

5. NOW, THEREFORE, these present witness that we, the Bank by the hand of Branch Manager its lawfully and duly constituted attorney, do hereby undertake irrevocably and unconditionally to pay without demur to the aforesaid company a sum of Rs..... (Rupees.....) on demand being made by the said company and to keep the said company indemnified to the extent of Rs..... (Rupees.....) by virtue of this guarantee against any loss/damage caused to/suffered by the said company, by reason of any breach by the aforesaid contractor/supplier of any of the terms and conditions, stipulations or undertakings or any one of them contained in the said contract(s) and the tender documents if any attached there to and for the payment of any money payable by the said Contractor/Supplier to the said company under the terms and conditions of the said contract(s) (the decision regarding the breach, loss, damage or payment due being solely in the discretion of said company). We further undertake to pay the aforesaid amount in lumpsum on demand without demur or such part thereof as the company may demand from time to time, irrespective of the fact whether the said Contractor/Supplier admits or denies such claim or questions its correctness in any court, Tribunal Arbitrations proceedings or before any authority. The liability or obligation of Bank under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceedings or by any other authority. It shall not be necessary for the said company to proceed against the Contractor / Supplier before proceeding against the Bank and its Guarantee herein contained shall be enforceable notwithstanding any security, which the said company may have obtained or obtain from the Contractor / Supplier. Further any payment made by the Bank to the company under this guarantee shall be deemed to have been duly and lawfully made.
6. The liability under this guarantee is a continuing one covering all contracts, already placed and pending as on date to be placed upto the expiry of this Guarantee and should any loss or damage occur on account of the breach of the terms and conditions of the said Contract(s) by the Contractor/Supplier or should any surplus raw materials and components become due to the Company under Contract(s) and remain undelivered to company, the Bank shall indemnify the Company for loss/damage for the value of raw materials and components, to an extent of Rs..... (Rupees.....) and this is without prejudice to any other remedies which may be otherwise available to the company against the Contractor/Supplier by way of deduction from any sum due or any sum which at any time hereafter become due from the Contractor/Supplier under this or any other contracts.

Sign & Seal of issuing Bank

Bank Guarantee Value Rs.....Lakh(s)

7. THE AFORESAID Guarantee will remain in force and the Bank shall be liable under the same irrespective of any concession or time being granted by the said company to the Contractor/Supplier in or for fulfilling the said contract(s) between Contractor/Supplier and the Company and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variations in the terms of the said Contractor(s) and irrespective of whether notice of such change and/or variation is give to us or not and claim to receive such notice of any change and/or variation is given to us or not and claim to receive such notice of any change and / or variation of the terms and /or conditions of the said Contract(s) is hereby specially waived by us. Further, we shall not be released from this guarantee by any forbearance or the exercise or non exercise of any of the power or rights under the said contract(s) by the said company against the Contractor/Supplier irrespective of whether, notice of such forbearance enforcement or non enforcement of any powers or rights, modifications or changes made in the said contract(s) or concession shown to Contractor/Supplier by the Company is given to us or not.
8. THE GUARANTEE herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor/Supplier and shall in all respects and for all purposes be binding and operative until all payments of all money due or that may hereafter become due to the said company are settled irrespective of any liability or obligation of the Contractor/Supplier under the said Contract(s).
9. A REFERENCE to this Bank Guarantee in the contract(s) placed already and pending as on date and to be placed upto the expiry of this Guarantee shall be sufficient to bind the Bank in respect of their liability under this Bank Guarantee and this Bank Guarantee shall be read as an integral part of the contract(s) already placed but pending as on date and to be placed upto the expiry of this Guarantee.
10. WE, THE BANK, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said contract(s) have been fully paid and its claims satisfied that the terms and conditions of the contract(s) have been fully and properly carried out by the said Contractor/Supplier and accordingly discharge the Guarantee, subject, however to the condition that the company shall have no rights under this guarantee unless a claim or demand in writing in respect of this guarantee has been preferred by the company with the Bank on or before ...../...../..... (including a claim period of 3 months). For the purpose of this clause any letter making the demand on the Bank by M/s.BHEL despatched by R.P.A.D. or by telegram or by FAX or by any electronic media addressed to the above mentioned address of the Bank shall be deemed to

Sign & Seal of issuing Bank

Bank Guarantee Value Rs.....Lakh(s)

be the claim/demand in writing referred to above irrespective of the fact as to whether or when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

11. Any CLAIM OR DISPUTE arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Vellore District only.
12. THE BANK undertake not to revoke this Guarantee during the currency except with the previous consent of the Company in writing.
13. THE BANK declares that it has powers to issue this Guarantee and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.
14. Notwithstanding anything contained herein before, our liability under this guarantee shall be limited to a sum of Rs..... and stand completely extinguished and discharged if no demand or claim is made upon us in writing on or before ...../...../..... (including a claim period of 3 months).

DATE THIS..... DAY OF .....20

Seal of the Bank

Signature of the Bank Manager

**BHEL:BAP:RANIPET :: ENQUIRY: 658013E:: Annexure B - EVALUATION SHEET**

## OUTSOURCING DEPARTMENT

Doc ref No: GAL1

**EVALUATION SHEET FOR : GALVANISING****Brief Description: Galvanising of Hand rail tubes, bends, ladders etc.,**

Complete hot dip galvanising of hand rail tubes, bends, ladders etc., (Ref:IS 2629 -latest revision), to a) 600/610 gms/sqm, b) 750gms/sqm, c) 900gms/sqm depending upon the requirement/quality plans given at the time of ordering. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing . Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch.

No Specific RS No. is applicable and only descriptive.

**All facilities mentioned in below given Part'A' & 'B' should be available in a single registered location.**

## PART-A (Mandatory)

Sl No	Parameter for evaluation	Minimum requirement	Facility with firm (to be filled by firm)
1	Must be currently doing and have min.2 years experience in doing Hot dip galvanizing of Componenets such as hand rail tubes, posts, bends, ladders etc., used by power equipment manufacturer/ reputed PSU.	PO copies/Delivery certificates/Inspection reports etc.,	
2	Qualified Technical person to ensure quality / production	2 (1 for Prodn and 1 for Quality)	
3	Land area . (If lease land 3 yrs with registered deed)	0.5 acre in single location	
	Secured Fencing/Compound wall	All around	
4	Covered Shed	Min.60 ft x40 ft (2400 Sq.ft)	
5	Power (MIN)	30 Hp min (3 phase)	
6	Facilities for preparing pure zinc bath	Min 1 (Specify your facility)	
7	Material handling facility (Own or hired)	10 MT (Min)	
8	Separate Bath tanks for a) Degreasing/Caustic cleaning b) rinsing c) flux solution b) Zinc bath for Hot dip galvanizing	Separate tanks for each minimum size LxBxH 6.5 mtr x 1.25 mtr x 1.0 mtr	
9	Surface preparation facility	Document evidence	
10	Laboratoty facility for Checking chemicals/zinc quality and Visual boards to disply the status on daily basis.	In house or outsourced(if out sourced, pl provide authentication record)	
11	Safety proceedures in line with standards {ref: IS 4759-1996 and IS 4736(1986)}	Document evidence	
12	Quality of Zinc conforming to at least grade Zn 98.50 as specified in IS:13229-1991 shall be used for galvanizing process.	Document evidence	
13	Measuring Instruments (all calibrated)		
13a	Electronic coating thickness gauge	1 No (Min)	
13b	Testing facility for testing coating weight	1 facility	

14	PCB clearance certificate	Must	
15	Effluent treatment plant	Must	
16	Office room with PC, internet facility and printer	Must	
17	IT Pan Card	Must	
18	GST No	Must	

**Part-B ( Optional )**

1	Standby Generator		
	Capacity (HP)		
	Owned or On rent		
2	ISO/other Certification if any		
3	Certification for OHSAS & EMS, if any		

Note:

- a) Recommended practice of Hot Dip Galvanizing for Iron & Steel as per IS:2629 and Continuous galvanizing process consists of cleaning of base steel surface by first oxidising and subsequently reducing the surface oxides under controlled atmosphere or by any other inline cleaning method. Please specify your process for continuous feeding of molten zinc bath.
- b) Passivating treatment by suitable agent like chromic acid needs to be followed.
- c) After galvanizing, when the sheet emerges from the zinc bath, the excess molten zinc on them is wiped off by air or gas jets. There is no fluxing in this process.
- d) Zinc purity certificate for all cycle needs to be generated and shown to our inspection on demand.
- e) Type Test / Acceptance Test such as Visual Inspection, Adhesion of Coating, Uniformity of coating and Mass of Zinc coating will be made for all products.
- f) IS: 2633 - 1986 Methods of testing uniformity of coating on zinc coated articles will be referred.
- g) Mass of Zinc Coating - Minimum average mass of zinc coating for fabricated items shall be ensured as per requirement.
- h) The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total DFT shall be mini. 87microns.

Vendor name & Address with Ph. No:

Name of authorised person :

Name of BHEL assessors with Desgn:

- 1)
- 2)

**RECOMMENDED/ NOT RECOMMENDED**

Signature of Assessos:

Signature of Vendor

**GALVANIZING RATE CONTRACT 2019-20**  
**Enquiry No:- 658013E**  
**BHEL-RANIPET OUTSOURCING**

**ANNEXURE – C**

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**  
**(ON BIDDER'S LETTER HEAD)**

REF:.....

DT:.....

We, M/s.....  
(name of the Tenderer)

hereby authorize Mr/Ms.....  
(name of the representative)

to participate in the Tender (Enquiry 658013E) opening of BHEL-Ranipet for the Galvanizing Rate Contract 2019-20. The representative's specimen signature is appended below & attested.

(Signature of the representative)

**-/Signature of the representative is attested/-**

**(Signature of Authorized Person with Seal)**

**ANNEXURE – D  
COMMUNICATION DETAILS OF THE BIDDERS**

The following information is required for communication for Tender finalization

<b>SL No</b>	<b>Description</b>	<b>Details</b>
1	Name of the Vendor With Registered address of the works	
2	Firm CODE (for existing Vendor)	
3	BHEL Ref. code (for New vendor)	
4	PAN Number	
5	GST Number	
6	Contact Person	
7	Address for Correspondence	
<b>8</b>	<b>Contact Number</b>	
8.1	Landline	(i)  (ii)
8.2	Cell Phone	(i)  (ii)
8 9	E-mail ID	(i)  (ii)



**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM  
(INDIAN SUPPLIER)**

Doc. No. AA:SSP:SR:01 Rev:02

Date: 26.09.2016

**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](http://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 Contractors*/ Non-Manufacturers/ Subcontractor
2.	Financial information			
3.	Quality system	25	15	Manufacturers/ Subcontractor
4.	Technical competence	25	15	
	<b>Total</b>	<b>100</b>	<b>60</b>	

\* 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](http://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.

**BHEL Trained & Certified Assessor**

**PART- A: ORGANISATIONAL SOUNDNESS**

<b>1.0 ORGANISATIONAL INFORMATION</b>						
<b>1.1 NAME AND CORRESPONDENCE ADDRESS OF THE FIRM/ COMPANY TO BE REGISTERED</b>						
<b>1.2 REGISTERED OFFICE ADDRESS</b>						
Tel: Landline			Fax			
Website						
<b>1.3 Address, Contact person &amp; Telephone no for:</b>						
<ul style="list-style-type: none"> <li>• <b>WORKS 1/ DIVISON 1/ BRANCH 1/ SISTER CONCERN 1:</b></li> <li>• <b>WORKS 2/ DIVISON 2 / BRANCH 2/ SISTER CONCERN 2:</b></li> <li>• <b>.....</b></li> <li>• <b>WORKS N/ DIVISON N/ BRANCH N/ SISTER CONCERN N:</b></li> </ul>						
<b>1.4 PRODUCTS/ SYSTEMS/ SERVICES FOR WHICH REGISTRATION IS APPLIED FOR (ATTACH BROCHURES &amp; CATALOGUES)</b>						
SNO	DESCRIPTION	SIZE & RANGE	MANUFACTURING STANDARD (IS/ DIN/ BS/ ASME etc.)	WORKS/ DIVISON ( as per cl 1.3)		
<b>2.0 GENERAL INFORMATION</b>						
<b>2.1 DETAILS OF CHIEF EXECUTIVE:</b>		<b>2.2 DETAILS OF AUTHORISED SIGNATORY ATTACH AUTHORIZATION LETTER)</b>			<b>2.3 DETAILS OF CONTACT PERSON FOR ANY CLARIFICATION (S)</b>	
Name						
Designation						
Aadhar No.						
E-Mail						
Tel: Landline						
Mobile						
Fax						
<b>2.4 DETAILS OF DIRECTORS IN CASE OF PRIVATE LTD., ONE PERSON COMPANY, PUBLIC LTD. AND PARTNERS IN CASE OF LIMITED LIABILITY PARTNERSHIP/ PARTNERSHIP FIRMS, OFFICE BEARERS IN CASE OF CO-OPERATIVE SOCIETY, TRUSTEES IN CASE OF TRUST, PROPRIETOR IN CASE OF PROPRIETORSHIP FIRM, Karta of HUF:</b>						
Name	Gender (Male/ Female)	% Share of Ownership	SC/ ST (Y/ N)	PAN	Aadhar No.	DIN No. (if applicable)



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**Annexure-C**

(Attach organization chart)			
<b>2.5 DIRECTORS / PARTNERS/ PROPRIETOR, IF RELATED TO ANY BHEL EMPLOYEE.</b>		<b>2.6 IF ANY EX-BHEL PERSONNEL IS EMPLOYED/ ENGAGED BY THE COMPANY</b>	
Name of BHEL Employee		Name of Ex. BHEL Employee	
Staff No.& Designation		Staff No.& last Designation held	
Unit & Department		Place of last posting (Unit & Dept.)	
Relationship		Date of leaving Service from BHEL	
<b>3.0 OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)</b>			
<b>3.1 OWNERSHIP</b>		<b>DOCUMENTS TO BE FURNISHED</b>	
Govt. Of India Undertaking		-	
State Govt. Undertaking		-	
Public Limited Company		Memorandum of Association, Articles of Association and Certificate of Incorporation	
Private Limited Company			
One Person Company			
Limited Liability Partnership		Memorandum of Association, Articles of Association, LLP partnership agreement, Certificate of Incorporation (LLPIN)	
Partnership Firm		Registered Partnership Deed duly signed by Registrar of Firms	
Proprietorship		Profession Tax Regn./ Municipal Regn/ PAN of Firm (Proprietor)	
Co-Operative Society		Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws ( as per Extant Act)	
Trust		Registered Trust Deed	
Others (please specify)		Attach a copy of the relevant Statutory document	
Any other Statutory document need to carry out business (please specify)			
<b>3.2 Nature of Business</b>			
Tick as applicable:			
<ul style="list-style-type: none"> <li>• Manufacturer / Engg. Consultant/ EPC Contractor/ System Integrator (            )</li> <li>• Subcontractor - Machinist / Fabricator with free issue of material (            )</li> <li>• Dealer*/ Trader*/ Distributor*/ Stockist*/ Channel Partner*/ Indian sales office* or subsidiary of registered Foreign Principal* etc. (attach authorization certificate of Principal) (            )</li> <li>• Indian Agents* (attach authorization certificate of principal, third party business rating report of foreign principal from Dun &amp; Bradstreet/ Creditreform etc. &amp; deed of agency agreement) (            )</li> </ul>			
*Non-Manufacturer needs to submit an Authorization Certificate, clearly indicating the validity period as well as rights granted by respective OEMs to them i.e. to negotiate/ quote/ supply/ after sales service etc. in line with scope matrix submitted.			
<b>3.3 Year of Commencement of Business (attach relevant documents)</b>			



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amdt. 01 dated 30.08.2017

**Annexure-C**

4.0 REGISTRATION PARTICULARS (COPY OF RELEVANT DOCUMENTS TO BE ATTACHED)		
4.1	Permanent Account No (PAN)	
4.2	4.2 GSTIN: Name of State/ UT:  State-wise GSTIN:  GSTIN: Copy of Registration Certificate	(applicable/ exempted)
4.3	Whether Company is Micro/ Small Enterprise (MSE) Category	YES/ NO
4.3.1	Category as per extant MSME Act (Micro/ Small/ Medium)	
Documents to be furnished (any one) & (Tick the appropriate)		
<ul style="list-style-type: none"> <li>• Udyog Aadhaar Memorandum &amp; Acknowledgement</li> <li>• Valid NSIC Certificate ( )</li> <li>• 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)} ( )</li> </ul> <p>* Certificate by Chartered Accountant on letter head as per <i>Annexure-H</i></p>		
4.3.2	MSE Ownership w.r.t. SC/ ST, if applicable, documents to be furnished (Tick the appropriate)	
<ul style="list-style-type: none"> <li>• Proprietor: SC/ ST Certificate ( )</li> <li>• Partnership Firm: SC/ ST Certificate of partners holding 51% shares &amp; above ( )</li> <li>• Limited Company: SC/ ST Certificate of Directors/ Owners holding 51% shares &amp; above ( )</li> </ul>		
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
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 (Documentary Evidence)	
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 any? (If Yes, kindly furnish details with latest status on a separate sheet)		YES/ NO

**SUPPLIER'S AUTHORIZED SIGNATORY**

**BHEL Trained & Certified Assessor**

**6.0 MANUFACTURING FACILITIES:**

**6.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS INCLUDING MATERIAL HANDLING FACILITY (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

Sl. No	Works/ Division (as per cl. 1.)	Description of Machine/Equipment	Quantity	Make & Year of Installation	Remarks

In case of space limitation, please enclose annexure / catalogue with tag

**6.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONG WITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

Sl. No	Process Outsourced	Name & address of The Company	Description of Machine / Equipment	Remarks

In case of space limitation enclose annexure/ catalogue with tag

**6.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE: \_\_\_\_\_.**

**6.4 POWER BACK UP (Furnish details on separate sheet) YES/ NO**

**7.0 INSPECTION & TESTING FACILITIES**

**7.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT AVAILABLE (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

Sl. No	Works/ Division(as per cl. 1.2)	Description of Facility/ Equipment & Capacity	Nos.	Make & Year of Manufacturing	Last Date of Calibration(With Traceability)

In case of space limitation enclose annexure/ catalogue with tag

**7.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES (RELATED TO THE ITEMS APPLIED FOR REGISTRATION)**

Sl. No	Test	Source of Testing	Description of Facility/ Equipment & Capacity	Approval of Equipment/ Process/ Personnel Qualification

In case of space limitation enclose annexure/ catalogue with tag

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

**PART- B: 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.
3. 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”**

8.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs )			
8.1	NET WORTH (Share Capital + Reserves)				
8.2	LONG TERM DEBT/ LOAN				
8.3	DEBT EQUITY RATIO <u>Long term Debt (8.2)</u> Net worth (8.1)				
8.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
8.5	NET CURRENT ASSETS				
	a) Cash on hand				
	b) Account receivable				
	1 c) Inventories				
	d) Loans and advances				
	e) Other current assets				
	<b>Total</b>				
8.5	CURRENT LIABILITY & PROVISIONS				
	a) Sundry creditors				
	2 b) Advances from customers				
	c) Other liabilities				
	d) Provisions				
<b>Total</b>					
8.5	QUICK RATIO <u>CA - Inventory {8.5(1)-</u> 3 <u>8.5(1)c}/</u> Current liability {8.5 (2)}				
8.6	SALES (excluding other income)				
8.7	PROFIT BEFORE TAX				
8.8	Contingent Liabilities				
8.9	Whether the supplier has been referred to BIFR/ NCLT/ any other Govt agency ( If YES, enclose details)				YES / NO
8.10	Whether the supplier is a potential sick company.( If YES, enclose details)				YES / NO

**Date:**

**Name:**

**Membership number & Seal of Chartered Accountant**

**Signature -----**

**Part C: (QUALITY SYSTEM):**

9.0	Parameters	System in effect (tick if exists & provide evidences if ticked in written procedure)		Records (tick if available & submit evidence)	Remark / Relevant documents to be furnished
		Written Procedure	Practice		
9.1	Incoming Material Control System				System and documentary evidence of control over sub-suppliers 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				

**Annexure-C**

**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**

TECHNICAL COMPETENCE ( where design 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 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	
<b>TOTAL MARKS OUT OF POSSIBLE</b>	<b>10</b>	<b>25</b>		

**OR**

TECHNICAL COMPETENCE (where performance specification is given by BHEL)	MARKING RANGE	Marking range, if product specific technical competency not required	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
			Supplier 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)	(0-8)						
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)						
<b>TOTAL MARKS OUT OF POSSIBLE</b>	<b>10</b>	<b>25</b>						
<b>Average of Total (Total/3) = -----</b>								

**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:

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.

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

**Annexure-D**

**1. ORGANISATIONAL SOUNDNESS (for Manufacturers/ EPC Contractors)**

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1.	3.3	Year of commencement of business	≥5 years      2 <b>0-5 years      1</b>	2	
2.	4.1 & 4.2	Whether all <b>relevant information</b> submitted (Evaluation is to be based on available documents)	Yes      5 No      0	5	
3.	5.1	Registered with any of BHEL units	Yes (same item)      2 Yes (another item)      1 No      0	2	
4.	5.2	Whether approved by <b>ASME / NTPC/ NPC/ EIL/ DGS&amp;D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU</b> for similar items, for which registration is sought?	Yes      2 No      0	2	
5.	5.3	ISO 9001 Certified	Yes      2 No      0	2	
6.	5.4	ISO 14000 Certified	Yes      1 No      0	1	
7.	5.5	OHSAS – 18000 Certified	Yes      1 No      0	1	
8.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes      -5 No      0	0	
9.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate      4 Substantial      3 Inadequate      0	4	
10.	6.3	Ratio of Outsourced Cost to Total Production Value	<10%      2 10 to 30 %      1 > 30%      0	2	
11.	6.4	Power backup	Yes      1 No      0	1	
12.	7.1	Relevant inspection & Testing Facilities	Adequate      2 Substantial      1 Inadequate      0	2	
13.	7.2	Outsourcing of major testing facility	Yes      0 No      1	1	
<b>TOTAL</b>				<b>25</b>	

**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      2 <b>0-5 years      1</b>	2	
2.	4.1 & 4.2	Whether all <b>relevant information</b> submitted (Evaluation is to be based on available documents)	Yes      5 No      0	5	
3.	5.1	Registered with any of BHEL units	Yes (same item)      2 Yes (another item)      1 No      0	2	
4.	5.2	Whether approved by <b>ASME / NTPC/ NPC/ EIL/ DGS&amp;D/ RAILWAYS/ IBR/ LLOYDS/ ONGC/ PGCIL/ BARC/ RITES/ IOCL/ PDIL/ CPWD/ Any other CPSU</b> for similar items, for which registration is sought?	Yes      2 No      0	2	
5.	5.3	ISO 9001 Certified	Yes      2 No      0	2	
6.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes      -5 No      0	0	
<b>TOTAL</b>				<b>13</b>	

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 Awarded
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	
		<b>TOTAL</b>		<b>25</b>	

\* 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 Awarded
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
		<b>TOTAL</b>		<b>12</b>	

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

**Annexure-D**

**3. QUALITY SYSTEM (for Manufacturers)**

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

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

**Annexure-D**

**4. TECHNICAL COMPETENCE (for Manufacturers)**

	Max. Marks(1)	Marks obtained(2)
<b>A. Common Technical Competence</b>	<b>10/25</b>	

**And/ or**

**B. PRODUCT SPECIFIC TECHNICAL COMPETENCE (for Manufacturers, if applicable)**

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

<u>SNO</u> (1)	<u>Parameter</u> (2)	<u>Scoring criteria</u> (3)	<u>Maximum Marks</u> (4)	<u>Marks obtained</u> (5)
	<b>Sub-Total</b>		<b>15</b>	

**TOTAL:** 25 ( )

To be filled in by the concerned dept. before MISCC gives final recommendations.

SNO	Material Description	Material Code.	Nos. of Existing Suppliers in PMD			No. of Suppliers under suspension (if any)
			Permanent	Trial	Dev.	

**SUMMARY:**

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul style="list-style-type: none"> <li><b>Recommended :</b> Permanent Status /Development status/ Trial status</li> <li><b>Not recommended</b></li> </ul>
2.	Financial Information				
3.	Quality System	25	15		
4.	Technical Competence	25	15		
	<b>TOTAL</b>	<b>100</b>	<b>60</b>		

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

**Annexure-D**

• **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

**Note: 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. Organizational 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 Team (in case of visit)**

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

**Registration is approved by MISCC for the following: / rejected**

- **Material Category:**
- **Item Code:**
- **PMD :**
- **Remarks: (if any):**

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

**Annexure-E**

**1. ORGANISATIONAL SOUNDNESS**

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
1	3.3	Year of commencement of business	≥5 years      4 0-5 years      2	4	
2.	4.1 & 4.2	Whether all relevant information submitted (Evaluation is to be based on available documents)	Yes      5 No      0	5	
3.	5.3	ISO 9001 Certified	Yes      2 No      0	2	
4.	5.7	Pending Legal/ Arbitrations issues on contractual aspects with customer	Yes      -5 No      0	0	
5.	6.1 & 6.2	Relevant manufacturing facilities including outsourcing	Adequate      4 Substantial      2 Inadequate      0	4	
6.	6.3	Ratio Of Outsourced Cost to Total Production Value	<10%      2 10 to 30 %      1 > 30%      0	2	
7	6.4	Power backup	Yes      2 No      0	2	
8.	7.1	Relevant inspection & Testing Facilities	Adequate      4 Substantial      2 Inadequate      0	4	
<b>TOTAL</b>				<b>23</b>	

**2. FINANCIAL INFORMATION**

SNO	Clause in SRF	Parameter	Criteria	Max. Mark	Marks Awarded
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      3 marks/year Net Worth same as preceding year      2 mark/ year For every year of negative growth      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%)      3 marks/year For every year of positive growth (≤5%)      2 mark/year For every year of negative growth      0 mark/year	9	

**BHARAT HEAVY ELECTRICALS LIMITED**  
**SUPPLIER EVALUATION SHEET**  
**(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%) 3 marks/year For every year of positive growth (≤5%) 2 mark/year For every year of negative growth 0 mark/year For every year of loss -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	
		<b>TOTAL</b>		<b>27</b>	

**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 available Yes 2 No 0	2	
			Record of process Control Adequate 2 Inadequate 1 Not available 0		
2.	9.3	Manufacturing / Testing Procedure Qualification	Manufacturing Process workflow available Yes 2 No 0	4	
			Testing Procedure Qualification available Yes 2 No 0		
3.	9.4	Personnel qualification	Record of PQR Adequate 2 Inadequate 1 Not available 0	2	
4.	9.5	Calibration system	System available Yes 2 No 0	2	
			Record available Yes 2 No 0		
5.	9.6	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available Yes 3 No 0	3	
6.	9.8	System of NCR disposition & corrective preventive action	System available Yes 1 No 0	1	
			NCR registered & resolved 2 NCR registered & partially resolved 1 NCR not registered or not resolved 0		

**BHARAT HEAVY ELECTRICALS LIMITED**  
**SUPPLIER EVALUATION SHEET**  
 (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. Marks	Marks Awarded
7.	9.9	Customer complaints handling system	System availability	Yes 1 No 0	1
			Complaints registered & resolved	2	2
			Complaints registered & partially resolved	1	
			Complaints not registered or not resolved	0	
8.	9.10	Safety measures	System available	Yes 1 No 0	1
			Record available	Yes 1 No 0	1
			<b>TOTAL</b>		<b>25</b>

**4. TECHNICAL COMPETENCE**

	Max. Marks(1)	Marks obtained(2)
<b>A. Common Technical Competence</b>	10/25	

And/ or

**B. Product Specific Technical Competence, if applicable**

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

<u>SNO</u> (1)	<u>Parameter</u> (2)	<u>Scoring criteria</u> (3)	<u>Maximum Marks</u> (4)	<u>Marks obtained</u> (5)
	<b>Sub-Total</b>		15	

**TOTAL: 25 ( )**

To be filled in by the concerned dept. before MISCC gives final recommendations.

SNO	Material Description	Material Code.	Nos. of Existing Suppliers in PMD			Nos. of Suppliers under suspension (if any).
			Permanent	Trial	Dev.	

**BHARAT HEAVY ELECTRICALS LIMITED**  
**SUPPLIER EVALUATION SHEET**  
 (INDIAN SUPPLIER - Subcontractor - Machinist / Fabricator  
 with free issue of material)

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

**Annexure-E**

**SUMMARY:**

SNO	Criteria	Max Marks	Qualifying marks	Marks obtained	Recommendation for registration
1.	Organizational Soundness	50	30		<ul style="list-style-type: none"> <li>● <b>Recommended :</b> Permanent code /Development code/ Trial code</li> </ul>
2.	Financial Information				
3.	Quality System	25	15		<ul style="list-style-type: none"> <li>● <b>Not recommended</b></li> </ul>
4.	Technical Competence	25	15		
	<b>TOTAL</b>	<b>100</b>	<b>60</b>		

● **Registration Criteria:**

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

**Note: 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 & Supplier Evaluation Team (in case of visit)**

- |    |    |    |
|----|----|----|
| 1) | 2) | 3) |
| 4) | 5) | 6) |

**Registration is approved by MISCC for the following:/rejected**

Material Category:

Item Code:

PMD:

Remarks: (if any):

(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

M/s BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its \_\_\_\_\_ Unit (hereinafter may be referred to as “BHEL” or “the Company”).

And

M/s \_\_\_\_\_ (address) \_\_\_\_\_ represented by authorized representative Sri \_\_\_\_\_ (herein after referred to as the “Supplier”).

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

**RECITALS**

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

**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.

- 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,

*Annexure-G*

- 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. Use and Non-Disclosure:**
- 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.

*Annexure-G*

- 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

*Annexure-G*

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

*Annexure-G*

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

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**

**WITNESSES**

1

Name  
Address:

2.

Name:  
Address:

**ANNEXURE – F**  
DECLARATION BY THE BIDDER

I / We M/s. ....Vendor Code: .....Area Code: .....  
do hereby state as follows:

1. We are to be assessed under GALVANIZING category.
2. The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and put separately in a cover and sealed.
3. Rates are NOT filled in Techno Commercial Bid
4. Rates are filled in Price-Bid.
5. All the documents & pages submitted have been signed by the Authorized Signatory of the Vendor, as required, with official seal.
6. All the documents required for “ANNEXURE-E –Contractors Registration Form “ have been enclosed along with techno commercial bid.
7. I / We accept to provide base BG for value of Rs.3.0 Lakhs at the time of contract signing.
8. I / WE declare that I/WE have read all the instruction in the SECTION – (I to X) and Annexure- B to Annexure-O, forming part of the tender and agree to abide by the terms & conditions stipulated by BHEL. It is confirmed that I/WE HAVE NOT TAKEN ANY DEVIATION to any of the tender terms as mentioned in the above section.
9. In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (6), we fully understand BHEL shall have the right to reject the offers and the decision of BHEL in this regard will be final and binding on us.

**Signature of Authorized person with seal**

**RATE CONTRACT 2019-20 RANIPET OUTSOURCING      ENQUIRY No : 658013**  
**(NON-JUDICIAL STAMP PAPER VALUED RS.100/-)**

**ANNEXURE – G**  
**AFFIDAVIT**

I / We M/s. .... do hereby undertake the following:

01. We have not been presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
02. We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.

03. **Tick whichever is applicable**

i) One or more partners/directors/proprietor of us **DO HAVE a relation or relations** employed in the capacity of an Officer of BHEL, The details are given below:

Name:  
Staff No:  
Designation :  
Department:

**(or)**

ii) One or more partners/directors/proprietor of us **DO NOT HAVE a relation or relations** employed in the capacity of an Officer of BHEL. Concealing the above information, & if found by BHEL, BHEL may cancel the Contract & forfeit EMD/SD forthwith.

04. All Scope, Terms, Conditions, annexures, technical / operational requirements of BHEL read, fully understood, accepted without any deviation and then submitted offer unconditionally.
05. In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that vendor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the vendor at any stage and the EMD, Bank Guarantee will be forfeited.

**Signature of Authorized person with seal**

## INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sin Fort, New Delhi 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender NO: 658013E for Galvanizing of Hand rail tubes, Hand rail bends, (tube dia 27.3, 34.2, 42.9 and 60.8 ) and other components like Flats, Ladder, structure of galleries and plat forms, Plate/sheet formed structures etc, Galvanizing to be done to 600 gsm/610 gsm/ 750 gsm/900 gsm depending up on the QP/CQR/ project requirement as specified in BHEL drawings/sketches/GMS, quality documents and technical specification.** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.-

1.1.1 No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept\* for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1, 1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the

contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

## Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement. .
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs

are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of (P, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMC), BHEL.

## Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal  
(Office Seal)

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For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure for IEM of Integrity Pact

**Enquiry No: OPEN TENDER: 658013E dt.09.09.2019**

**Items:** Galvanizing of Hand rail tubes, Hand rail bends and other components like Flats, Ladder, structure of galleries and platforms, Plate/sheet formed structures

**The Nominated IEM for IP for the above enquiry is**

Shri. Pravin Tripathi, IA & As (Retd) ,

D-243, AnupamGardens , Lane IB,

Neb sarai, SainikFarma,

New Delhi 110 068,

Phone +91 11 29533206/29531715,

email [pravin.tripathi@gmail.com](mailto:pravin.tripathi@gmail.com)

and

Shri D.R.S Chaudhary , IAS (Retd) ,

E-1/164 Arera colony ,

Bhopal 462016,

Phone :- +91 7554050495,

email [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

**Annexure M**  
**Certification for MSME**

*(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 .....  
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 per the latest audited financial year ..... 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.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs

**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:  
Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name :

(Signature)

Membership number:

Seal of Chartered Accountant:

## **Procedure of Suspension applicable for OS-ARC-GAL-2019-20 Annexure-O**

1. A Supplier may be put on hold for a period of ONE YEAR for future enquiries for specific material categories items/ works for our Ranipet unit on the basis of one or more of the following reasons:
  - a. Supplier does not honour his own offer or any of its conditions within the validity period.
  - b. Rejection of three consecutive supplies of a specific material category , average Quality Rating (Quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective supplies against PO(s) having single/multiple delivery schedules) due to reasons attributed to supplier (Once a lot is rejected, is repaired and accepted, it still constitute rejection).
  - c. Two consecutive delays, for reasons of delay attributed to the supplier in execution of the contracts, where delay occurred is such that
    - i. (a) Prescribed Maximum LD time limit of the contracts is reached/exceeded OR (b) Delay period as equalled/exceeded the original delivery period specified in the contracts, which ever among the above is earlier
  - d. Supplier performance rating in line with SEARP falls below 60% of the specific material category
  - e. Supplier fails to respond against three consecutive tenders. The Regret letter from supplier with a valid reason will be considered as a response
  - f. Supplier fails to settle any outstanding on account of material ( including short returned) / Scrap OR on any other account
  - g. Supplier works are under strike/ lockout for SIX months or more.
2. A Supplier may be de-listed ie. Removed from the list of registered suppliers of our Unit for all category of the material for a period of TWO YEARS on the basis of one or more of the following reasons:-
  - a. Supplier tampers with tendering procedure affecting ordering process
  - b. Supplier has misused BHEL documents/ Drawings OR has breached the confidentiality agreements with BHEL
  - c. After placement of order, supplier fails to execute a contract.
3. A Supplier can be banned for a period of THREE YEARS from doing any business with all Units of BHEL on the basis of receipt of authentic evidence of one or more of the following reasons:
  - a. Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract
  - b. In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory Requirements.
  - c. Supplier is found to be involved in cartel formation or in a any act so as to influence the bidding process OR influence the price.
  - d. The supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
  - e. The Supplier is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.
  - f. The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
  - g. Supplier is found to have obtained any internal information / documentation of BHEL by unauthorised means
  - h. Communication is received from the administrative Ministry of BHEL to ban the Supplier from business dealings.
  - i. The foreign principles 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
  - j. Supplier has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.
4. The decision of suspension will be intimated to the vendors citing the reasons. The respective vendors shall attach importance to the issue and immediately acknowledge receipt of the communication and reply for the aspects raised.

**[to be printed on stamp paper of Rs. 20]**

KNOW ALL MEN BY THESE PRESENTS that, I,  
 \_\_\_\_\_( **name of the person authorizing the other  
 person**) have been authorised by \_\_\_\_\_ (refer to the  
 persons/Board of Directors as the case may be vide \_\_\_\_\_  
**dated** \_\_\_\_\_ ( **refer to the authorizing documents**), inter alia, to submit bid, quote  
 price, submit documents, negotiate and execute contracts and do all acts and in deed in  
 relation to the said acts in the name of and for and on behalf of  
 M/s \_\_\_\_\_ (hereinafter “Principal”).

I consider it necessary and expedient to appoint \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ ( **Name, Designation/Related as, Residential Address** ), to be my  
 Attorney for me and in my name to do the following acts on behalf of the Principal, namely:

1. To receive Notice Inviting Tender/ Enquiry or any other document from or in relation to Bharat Heavy Electricals Limited, Ranipet (“BHEL”).
2. To submit bids, clarifications, quotations, prices, drawings, documents, or any other information in relation to the above;
3. To negotiate and execute contracts with BHEL.
4. To respond to queries or request for clarifications from BHEL and furnish documents in support of such response.
5. To do all acts, deeds and things which are necessary for the above acts or incidental thereto.

-/ Page 2 /-

I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by ~~me~~\_\_\_\_\_ ( the principal )

IN WITNESS whereof I sign and execute this Power of Attorney on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 at \_\_\_\_\_.

\_\_\_\_\_  
**(Signature and Seal of the Principal)**  
**With Land-line, Mobile, email, Address**

=====

The Stamp size photo and specimen signature of the Attorney



\_\_\_\_\_  
**Specimen signature of the Attorney**

=====

SIGNED and delivered by the above named \_\_\_\_\_  
(Principal) in the presence of \_\_\_\_\_ (*Name of Witness*),  
\_\_\_\_\_  
(*address of witness*).

\_\_\_\_\_  
**(Signature and Seal of the Witness)**

=====

\_\_\_\_\_  
**Signature & Seal of the Notary**

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[*Note:*

1. *In case of a company, the Managing Director of the Company shall sign on behalf of the Principal. The company's common seal shall also be affixed in the power of attorney*
2. *In case of Hindu Undivided Family, karta shall sign on behalf of the HUF.*
3. *In case of a partnership, all the partners of the Firm shall sign and affix seal on behalf of the Principal.*
4. *In case of a proprietorship, the proprietor shall be the Principal.]*