

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

PREAMBLE

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

SCOPE

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

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

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

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- i. The Sole Proprietorship firm and the Sole Proprietor; or, as the case may be;
- ii. The Partnership firm and all the partners thereof.

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

- f. In respect of consortiums and unincorporated Joint Ventures/ Association of Persons (AOP)/ Body of Individuals (BOI), action under these guidelines shall be taken against the defaulting consortium partners and defaulting members of the unincorporated Joint ventures/ Association of Persons (AOP)/ Body of Individuals (BOI).

1.0 Suspension of business dealing with Suppliers

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

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

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

1.1 Hold

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

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

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

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- ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that
 - a) prescribed maximum LD time limits of the contracts is exceeded or
 - b) delay period has equaled/ exceeded half the original delivery period specified in the contractswhichever among the above is earlier.
- iii)
 - a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.
 - b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).

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

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

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

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

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

1.2.1

- i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.

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- ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.
- iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.
- iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.
- v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.
- vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
- viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
- ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.

1.2.2 A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

2.0 Reason(s) for putting a Supplier under hold/ ban as above are only illustrative and not exhaustive. Depending upon the gravity, the competent authority may decide to put a Supplier under hold/ ban for any other adequate and sufficient reason.

3.0 Procedure

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

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3.4 Interim Suspension:

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

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

- 3.6 If no response to the show cause notice is received from the Supplier within 15 days, BHEL may decide to recommend suspension of business dealings or otherwise on the basis of the available evidence on record.
- 3.7 If the Supplier responds, BHEL will consider the reply.
- 3.8 Personal hearing would be provided to the Supplier, if so requested by the Supplier or if so required. The minutes of the discussions shall be signed immediately with the supplier after conclusion of such discussions. In case, the supplier does not sign the minutes or, as the case may be, does not attend the personal hearing, then, record notes of discussion shall be issued to the Supplier on the same day duly recording such facts.
- 3.10 In case more than one act or omission is alleged to have been committed by the Supplier, then, the case shall be dealt with for all such acts or omissions together as a case of higher category of suspension (as applicable). The suspension to be imposed on the Supplier will be as per the highest category of act or omission that is/are established ultimately.
- 3.11 The onus shall be with the Supplier to inform BHEL regarding the corrective/preventive actions taken to address the reasons which has led to its suspension and the hold/ ban will not be lifted automatically after the period mentioned in the order.

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

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4.0

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

- a) the date of its issuance;
Or,
- b) In case fresh enquiries have been put on Interim Suspension as stipulated in para 3.4 then, from the date when the Interim Suspension was implemented.

5.0 Contractual obligations:

5.1 Treatment of Contracts with Suppliers in Hold cases (applicable for the user unit only):

- 5.1.1 Contracts already entered into with a Supplier before the date of issue of the order of Hold shall not be affected.
- 5.1.2 Depending upon the type of hold, in ongoing cases where Techno-commercial Bids are under evaluation and any of the participant Supplier has been put on Hold, then the tender may be processed excluding the bid of that Supplier. However, if Price Bid has been opened and that Supplier happens to be L-1, then re-tendering is to be resorted to, excluding the Supplier.
- 5.1.3 The case of running framework agreement (FA) where multiple POs are placed against a single FA and if the Supplier has been put on hold, further purchase orders against this FA are not to be placed on the Supplier during the period of hold depending on the type of hold.

5.2 Treatment of Contracts with Suppliers in Ban cases (applicable across BHEL):

- 5.2.1 All existing contracts with the banned Supplier shall normally be terminated by BHEL.

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

6.0 Lifting of Suspension

Lifting of suspension will not be automatic on completion of specified period as causes for putting on suspension should be removed/ addressed before lifting of

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

- 9.0** List of banned Suppliers shall be hosted on BHEL's website.
- 12.0** Registration of banned supplier shall be deemed to have been cancelled automatically. Supplier once banned shall have to seek fresh registration in the respective BHEL unit(s) on lifting of ban.

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

ANNEXURE – I

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

Ref: LDPP: ENQ:Auth

Dt:.....

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

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

to participate in the Tender opening at BHEL-Ranipet for **Tender No: 667125E DT 16.07.18**

The representative's specimen signature is appended below & attested.

(Signature of the representative)

-/Signature of the representative is attested/-

(Signature of Authorized Person with Firm Seal)

[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.

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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 _____ 2018 at _____.

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

The Stamp size photo and specimen signature of the Attorney

Affix Photo here

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

[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.]*



An ISO
Company

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

பாரதமிகுமின் நிறுவனம்

BOILER AUXILIARIES PLANT, Indira Gandhi Industrial Complex,
RANIPET– 632 406 (Tamil Nadu)

Ph: 04172-284030, 284158,,

241170

Email: vdinakar@bhel.in

SECTION – I

NOTICE INVITING TENDER (NIT)

(This is only a request for an offer and not a Contract)

Sealed Tenders are hereby invited from experienced Contractors to finalise the Rates for entering into Annual Rate Contract for the year 2016-17 for Manufacturing of Steel Boxes for Packing within BHEL Factory premises in accordance with the Technical Specification/ BHEL Engineering Drawings/Quality Documents out of materials/components to be supplied by BHEL/Ranipet as free issue.

Enquiry No. & Date	667125E dt 16.07.2018
Due Date & Time for Submission Of Offer	10.08.2018 at 14.00 Hrs .
Date & Time for Tender Opening (Other than Price Bid)	10.08.2018 at 14.30 Hrs.
Place Of Submission Of Offer	At Tender Box located in Outsourcing department, Third Floor, Administrative Building, BAP/BHEL/Ranipet-632406.
Place Of Tender Opening	OS Department at Third Floor/BAP/BHEL/Ranipet

This tender specifies a set of prequalification criteria defining the eligibility for the vendors to quote against this tender. The Bidders are advised to go through all the enclosed Tender documents terms & conditions detailed under **Sections I to V, Annexures- A to E** carefully before submitting their Offer.

All the **Annexures- A to E** should be filled, wherever applicable by the bidders without fail for evaluation of their offer and **all necessary supporting documents** as required are to be attached.

The bid shall be submitted in TWO parts namely (1) Techno Commercial Bid and (2) Price Bid.

Kindly refer to the **Section-IV** – General Terms and Conditions of the tender for detailed procedure for submission of offers and details of exemption from submission of EMD for vendors registered with MSME

Kindly refer to Section-II and Annexure-D for detailed scope. Sealed Tenders are hereby invited from experienced Contractors for the above scope.

**Note: Number of Sources required is maximum
FIVE only**

Contact details / address for any clarification and for Offer submission.

Sr.Manager-Contracts

Outsourcing Department, Boiler Auxiliaries Plant
Bharat Heavy Electricals Limited, ,Ranipet-632406
Phone : 04172-284030, 284158, 241170,
E-Mail : vdinakar@bhel.in

Sr.Manager-Contracts/OS

Enquiry Number: 667125E

Dt.16.07.2018

SECTION II
WORK RELATED SPECIAL CONDITIONS

1. The works are to be carried out and/or to be completed within the stipulated period and if necessary the contractor shall take necessary steps to augment the work force.
2. BHEL will allocate suitable open yard space inside BHEL premises to carry out the scope of work covered in this Tender. Sufficient levelled open area will be provided by BHEL. Further levelling, consolidation if required will have to be carried out by the Contractor.
3. For manufacturing of Steel Boxes inside BHEL's Factory Premises with BHEL material as per BHEL drawing, apart from providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are to be supplied by BHEL. Oxygen and Acetylene required for welding, arrangement of internal transport for movement of materials within factory premises and any other consumables required are with Vendor's scope.
4. The contractor shall be solely responsible for the safe custody of the materials from the time the documents are handed over to him till the materials are delivered at the places specified by BHEL and will indemnify the BHEL against loss, damage, breakage, shortage and pilferage of any materials while in their custody. BHEL norms shall be followed for all BHEL free issue items. Transport insurance if any has to be paid by the contractor as may be directed by BHEL.
5. The period of the contract is One year and this may be reduced, renewed or extended at the discretion of BHEL.
6. In case of any neglect or refusal on the part of the contractor to provide and non-readiness, insufficient readiness, insufficient labour for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expenses of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor. Also BHEL reserves the right to cancel the contract and initiate alternate action at the Cost & Risk of such tenderer.
7. The contractor shall either supervise the work or provide a supervisor to supervise the work of their staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner. The supervisor shall have technical qualification and experience to carry out the jobs.
8. The contractor shall withdraw their labour only after obtaining the prior approval of the Officer-in-charge and they shall arrange to re-employ the labour within a day from the date of intimation to them.
9. BHEL is not responsible for the idle labour of the contractor for whatever reasons.



10. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
11. In case the labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
12. BHEL reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor. All movements of Men & Material are to be done through BHEL-East Gate/Shipping Gate only
13. In case of damage or loss to any equipment's or components or any property of BHEL caused due to the negligence and carelessness of the contractor's men, the responsibility shall wrest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost as well as the extent of cost of damage shall be final and conclusive. Necessary insurance coverage for all the risks to be taken by contractor.
14. The contractor if required has to work in late hours with sufficient manpower to complete the task within the specified schedule date; BHEL will provide the necessary permission. All the other things are to be taken care by the contractor.



Enquiry Number: 667125E

Dt.16.07.2018

SECTION - III

LABOUR RELATED STATUTORY GENERAL CONDITIONS

1. The Contractor shall comply with the 'Minimum Wages Act 1948 – Fixation of Minimum Rates of Wages for the employment in General Engineering and Fabrication Industry and provisions of payment of Wages Act 1936 or any modification or any other law relating there to and the rules made there under from time to time.
2. The contractor has to pay not less than the minimum wages to all workers as stipulated by the Government of Tamil Nadu from time to time applicable for Engineering and Fabrication Industries. These workers shall be paid Dearness Allowance (DA) also along with the wages as specified by the Government of Tamil Nadu. If any change in the minimum wages is effected in the subsequent order of Government of Tamil Nadu during the period of contract, the contractor is bound to pay the revised wages as specified in the Government Order.
3. Apart from the existing minimum wages the contractor shall pay to the labour an additional payment of Rs.3200/month for USW, Rs.3700/month for SSW and Rs.4100/month for SW. The statutory payments like PF, ESI, Etc is also applicable for this additional payment in addition to the minimum wages as specified by the state government. Contractor quoted rate shall be inclusive of this all the above payments including statutory payments thereon. Present wage applicable is tabulated hereunder.

Wage Element	USW	SSW	SW
Monthly Basic Pay	7650	7950	8205
Monthly DA	4235	4235	4235
BHEL Adhoc	3200	3700	4100
Total Wages	15085	15885	16540

USW- PERSONS DOING WORK WHICH DO NOT REQUIRE ANY TRAINING

SSW- ALL TRADE CERTIFICATE HOLDERS INCLUDING ITI

SW- PERSONS WITH TRADE CERTIFICATES INCLUDING ITI WITH EXPERIENCE OF 3 YEARS AND ABOVE

4. The wages shall be disbursed on or before 10th day of the succeeding month. If 10th falls on a holiday, payment should be made on 7th day or previous working day. Advance intimation regarding payment date, time and venue shall be given to the official-in-charge. In case the contractor failed to pay the wages to the workers on or before 10th day of the next month, BHEL has the right to pay the contract workers and deduct the same from the amount payable to the contractor. The Official-in-charge shall certify at the end of the entries in the Register of wages.
5. There should not be any distinction in the payment of wages made between Men and Women workers engaged in work of similar nature performed by them.
6. As per Contract Labour (R&A) 1970 and the Factories Act 1948 & Rules 1950, the contractor shall maintain Time Cards in Form 25-B and issue the same to every contract labourer employed by him.
7. Weekly Off and Leave with Wages: No contract labourer shall be allowed to work continuously for more than 6 days in a week



8. Apart from this, contractor should provide to every labourer employed by him one day of leave with full wages for every 20 days of actual work engaged by him. The contractor shall also maintain up to date Register of Leave with wages in Form – 15 as prescribed under Rule 87 & 88 of Factories Act 1948.

9. The contractor should possess necessary licenses, PF A/c No., and should take Insurance for his workers and produce them before commencement of work. If P.F. A/c No .is not already allotted, until such allotment is obtained, a sum of equal to 20% of the bill value will be retained. The sum so retained will be released on production of proof of remittance to the PF Authorities. The contractor shall ensure PF remittances for all his labourers working during the month. Any short fall in PF remittances shall be recovered from the contractor's bills.

10. As per employees PF and miscellaneous Provisions Act 1952, the employees' contribution payable at present is 12% of wages which shall be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).

11. All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the "Date of Appointment" column of the ESI Declaration Form. Our ESI Code No. is 51-4766/Ranipet.

12. The workers who are already members of ESI need not be enrolled again.

13. The filled ESI declaration forms shall be submitted to the Executive/HR Department. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of the workman which should be submitted to Human Resources Department within two days of such engagement.

14. ESI contributions (1.75% employees' contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. (ESI Code No.51-4766/R). Prescribed challans are available at ESI local office, Ranipet (near SIPCOT). Contractors who have got their own code number can remit the contributions on that number.

15. Along with the Challan copy, the details of remittance shall be submitted to the Executive (HR-CLX,REX) in the ESI compliance form.

16. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form6), PF return (From12A). Form 5 and Form 10, Form 3A & Form 6A should be sent to the concerned officers in time.

17. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL, as the principal employer will retain the amount from the contractor and pay to contract labourers working under them.

18. The workers' particulars such as Name, Age, Father's Name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format / register.

19. As per the Contract (Regulation & Abolition) Act 1970 and Allied Rules, the contractor employing 20 or more labourers is required to obtain licence from the Inspector of Labour, Vellore. This licence shall be amended and / or renewed whenever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the Licence Number so obtained to the Human Resources Department.

20. The Contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

A	Form XII	Register of contractors
B	Form XIII	Register of workmen employed by contractor (Rule 75)
C	Form XIV	Employment card issued by contractor (Rule 76)
D	Form XVI	Muster Roll (Rule 78 (1) (a) (i))
E	Form XVII	Register of wages (Rule 78 (1) (a) (i))
F	Form XVIII	Register of wages – cum Muster Roll (in case of weekly payment)
G	Form XIX	Wage Slip (Rule 78) (b)
H	Form XX	Register of deduction for damages of loss (Rule 78) (1) (a) (ii)
A	Form XXI	Register of files (Rule 78 (1) (a) (ii))
B	Form XXII	Register of advances (Rule 78) (1) (a) (ii)
C	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
D	Form XXIV	Return to be sent by the contractor to licencing officer (Rule 82) (1)

21. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate to BHEL Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and sent a copy to ESI local office. ESI dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

22. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.

23. Employment of child labour is strictly prohibited.

24. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.

25. The contractor shall fully comply with the following enactments:

- a) Contract Labour (R & A) Act, 1970 and rules formed there under in TamilNadu state.
- b) Wage Rates not less than that notified by State Labour Department from time to time.
- c) Payment of Wages Act.
- d) ESI Act, 1948
- e) EPF Act, 1952
- f) Workmen's Compensation Act, 1923.
- g) BHEL instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.



Enquiry Number: 667125E

Dt.16.07.2018

SECTION IV

GENERAL TERMS & CONDITIONS OF THE TENDER

Before preparing the offer, vendors are requested to go through the following details carefully

A] Eligibility Criteria for Vendors

Firms located within Tamilnadu who is having working experience in Steel Fabrication by supplying manpower for a minimum period of ONE year and should have paid PF & ESI for the above said Man power for one-year period are eligible to quote for this tender.

Vendor should submit any one recent Job-Work-Order/ Purchase order copy executed by them / PO completion certificate/ Payment receipt. Documentary evidence for the payment made against ESI & PF for the man power shall be submitted as a proof.

Experience: Self attested documentary proof for having experience and PF, ESI payment shall be enclosed with the tender. All credentials will be verified by BHEL.

B] Vendors Not Eligible to Quote

Vendors declared / notified as defaulters / poor performers on quality / delivery grounds are not eligible to quote. The vendors with whom the material shortages were found during stock verification and not settled at the time of tender opening will not be considered. Offers if any received such vendors shall not be considered.

Vendors under HOLD by BHEL and vendor delisted/banned are not eligible for whole tender.

C] Validity of Offer

Price validity shall be One Year from the date of finalisation of Annual Rate Contract; however, the validity of the offer is 180 days from the date of tender opening for ordering. (Note: If Supplier does not honour his own offer or any of its conditions within the validity period, penal action deemed fit as per **Suspension of Business Dealings with vendors**).

D] Submission of Offer

Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials. Instructions to tenderers, drawings, specifications and other documents also form part of the agreement to be entered into.

E] EMD (Earnest Money Deposit)

Non MSE Vendors has to submit EMD for Rs. 1.0 Lakh in the form of Demand Draft favouring "Bharat Heavy Electricals Ltd., Ranipet – 632 406" payable at Ranipet,

(i) No interest shall be payable by BHEL on Earnest Money Deposit (EMD).

(ii) EMD will be forfeited if

a) The Tenderer withdraws his Tender within the validity period,

b) 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.

(iii) The EMD submitted by the vendors will be returned within a month from the date of signing the contract and after receipt of base BG.

Note: Vendor has to quote for all items. Offers for partial items/quantity are not acceptable and will be summarily rejected.



TENDERS

The Bids shall be submitted in Two Parts namely (i) Techno Commercial Bid Cover and (ii) Price bid cover. Both covers should be sealed individually and to be put in a single envelope and sealed it before submission.

Sealed tenders super-scribed with Tender Number with date, Due Date, Steel Box ARC 2018-19 & Supplier's Name, Vendor Code/Reference Code shall be addressed to

Sr.Manager / Contracts,

Outsourcing Department,

Bharat Heavy Electricals Limited,

Ranipet – 632 406, Tamilnadu, so as to reach him on or before the date and time specified in the tender.

The bidders are requested to submit the bids with double stapled 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.

The details of contents of the offer covers are as under:-

Cover I: Techno Commercial Offer:

Sealed Cover super-scribed “Cover I – Techno Commercial Offer” with Steel Box ARC 2018-19, Tender Number & Date, Vendor’s Name & Vendor Code / Reference Code containing:

- a) **Check list for Cover-I given as Annexure-A**
- b) **Techno Commercial Offer given as Annexure-B**
- c) **Scope of Work confirmation given as Annexure-D**
- d) **Earnest Money Deposit (EMD) Rs. 1.0 lakh** in the form of Demand Draft, as called for (for Non MSE supplier), (OR)
- e) **MSME documents** to avail exemption from submission of EMD: –
 - i. Self-Attested Copies of either EM II (Entrepreneur Memorandum Part II) having deemed validity Five years from the date of issue of acknowledgement in EM II from the date of acknowledgement of the EM II certificate (or)
 - ii. Valid NSIC Certificate (or)
 - iii. EM II Certificate along with attested copy of a CA Certificate (Format enclosed as Annexure-G where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of Tender opening. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note:

- (i) Cover I received without EMD or all Supporting Documents as specified above will lead to rejection of the offer.
- (ii) The Cover II of such offerors shall not be opened and they would not be eligible to participate in the tender further.

f) **Documents to be enclosed for Partnership Firm – Copies Attested by the Notary Public**

- i) Latest Form- A, issued after 01.04.2018.



- ii) Partnership Deed Copy (AT WILL).
- g) **Documents to be enclosed for Limited Firm (Private Firm) – Copies Attested by the Notary Public**
 - 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
- h) **Vendor Registration Form** given as **Annexure-K** along with all necessary documents (**For New Firm**)
- i) **Experience** - Documentary proof for having experience as specified in "**Clause A**" of this document

Note:

- (i) All new firms submitting the offer shall be subjected to assessment of vendor registration forms (**Annexure-K**) along with supporting documents. Price bids of firms failing to meet the Technical Qualification / Eligibility Criteria of the quoted vendors shall not be considered for further processing in the tender.
- (ii) Offers shall be submitted along with PAN No., GST registration No. etc, failing which BHEL will not be liable for payment..
- (iii) Money values shall not be indicated anywhere in the Technical Bid.
- (iv) All Annexure to the Techno-Commercial bid should be serially numbered.
- (v) Tenders not submitted in the prescribed formats given in the Annexures and *incomplete offers* are liable for rejection.

vi) Documents shall be annexed in the order specified above.

Cover-II : Price Bid

Sealed Cover super-scribed "Cover II – Price Bid" with Steel Box ARC-2018-19, Tender Number & Date, Vendor's Name & Vendor Code / Reference Code containing:

Price Bid - Price duly filled-in the Price Bid format provided in the tender document as **Annexure-C** for each item in conformance with the commercial terms as per Cover-I.

The Prices shall be indicated in both figures and words. Unit rate only to be mentioned in the price bid.

Any Rates indicated other than in Price Bid cover II shall not be considered.

Note:

- i) Rates quoted shall be Firm throughout the contract period including total extended period if any. No price escalation/variations shall be entertained during the ARC period on any account. The rates are operative for placement of orders for **ONE YEAR** on Rate Contract basis to be entered into between BHEL and the Contractor.
- ii) 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.
- iii) Rates quoted shall include all royalties, terminal taxes, GST and other taxes and duties leviable under the state and central government rules from time to time . Bharat Heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect.



iv) The quoted rates shall include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labours & staff deployed in the work.

v) **The quoted rates shall also include expenditure towards consumables like Oxygen and Acetylene required for welding, arrangement of internal transport for movement of materials within factory premises and any other consumables required for day to day operation, which are all wrest with Vendor's scope. (Providing of Open Yard-Space, Power supply and Consumables Restricting to Compressed Air, Welding Electrode and Paints are to be supplied by BHEL)**

vi) Tenderer shall bear all cost incidentals to preparation, submission and negotiations of the tender.

vii) If BHEL withdraws the Tender before or after the receipt of offers, whether the offer 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 offer.

viii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

ix) In their own interest, all Tenderers are advised to double check their prices before submitting the offer.

x) The quotation should be valid at least for a period of 180 days from the tender opening date.

xi) Offers should be submitted One Set in original only.

xii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.

xiii) Bidders should submit the prices in Indian Rupees only.

xiv) Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.

F] Persons Authorized for Signing the Offers:

The Tender documents shall be signed by the Authorized Signatory Only.

Proprietary Firm: In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only.

Partnership Firm: 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 on behalf of the Partnership Firm. Power of Attorney attested by a Public Notary shall accompany the Techno-Commercial-Bid. Power of Attorney shall be submitted as per format given as **Annexure J** only.

Private Firm: 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.



The Bharat Heavy Electricals Limited will not bind by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

G] Opening of Offers

a) **Tenders shall be received up to 14.00 Hours on the said due date and be opened on the same day at 14.30 Hours. Tenders received after 14.00 Hours would not be opened. The times indicated are Indian Standard Time (IST).**

b) It is bidder's responsibility to ensure that the Tenders are submitted before the specified date and time. BHEL shall not be responsible for any postal delay.

c) If a Supplier submits only one envelope / covers containing all the bids or combined bids e.g. Techno Commercial Bid & price bid together, the bid is liable for rejection. The decision to accept such bids shall be the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.

d) First Cover I containing EMD / MSME documents and Techno Commercial bid shall be opened, only if EMD as mentioned above OR the valid MSME certificate and Techno Commercial bid is available, the bids will be evaluated to proceed further.

e) Price Bid opening will be done through Reverse Auction method (English method) **which will be decided after techno-commercial bid evaluation is completed**. All tenderers would have to specifically give their acceptance for this in their bid/s. The date / time of Price Bid opening will be communicated to the technically qualified Bidders separately.

f) **Price bids** – Cover II of Technically qualified bidders alone shall be opened on a later date. The date & time of **Price Bid opening** will be communicated to the technically qualified Bidders separately

f) Witnessing the Tender opening

i) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening.

ii) Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the Tender opening.

iii) Authorizations received by fax / e-mail would not be acceptable.

iv) Details of the vendors participated alone would be read out during Technical Bid opening and details of Price alone would be read out during Price Bid opening by the Tender Opening Officer.

Note

(i) Bids including all enclosures and supporting documents shall be provided in ENGLISH language only.

(ii) Offers sent by e-mail / fax or any other mode other than the two cover system specified above shall be avoided.

(iii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

H] Evaluation of Techno Commercial Offers



- a) The eligibility of the firms will be verified based on the pre-qualification criteria of the tender and compliance / confirmation to the tender requirements. Only those firms complying with the pre-qualification criteria shall be considered for participation in the tender. 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.
- b) Offers of vendors not technically qualified will be rejected and the same will be communicated to those vendors with reasons.
- c) No deviation or change from the Tender conditions will be allowed and BHEL reserves the right to reject such offers.

I] Evaluation of Price Bid

- i) The rates quoted shall be evaluated item wise on the basis of "Total cost to BHEL".
- ii) If the rates of Two vendors are equal resulting in same ranking, among the equal ranked vendors, the sub-ranking will be done to differentiate (a) to decide the L1-vendor eligible for negotiation and (b) to decide H1-vendor for elimination of higher ranked vendors.

The sub-ranking will be done in-the-order by providing lower ranking for vendors

- (1) Not having listed as defaulter,
- (2) Become Sole-L1 for more number of items,
- (3) Less count of Pending IPs for more than 30 days,
- (4) Nearer to BHEL by location
- (5) Draw of lots as a final measure (in presence of such vendors, who may like to be present).

- iii) 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.
- iv) If the L1 rate against any item is found not acceptable to BHEL, then the L1 firms may be called for negotiation before finalizing the rate.
- v) BHEL has the right to refloat or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.

vi) H1 vendor on overall ranking (Total Value) will be eliminated for all items from the tender irrespective of status of individual item. Negotiation will be made with L1 vendor only for individual item.

- vii) The rates shall be quoted only in the Price Bid format given in the tender document, both in words and figures. Wherever there is a difference between the words and figures, the following guidelines will be followed.

- a) If there is a difference between unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) 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 subject to (a) and (b) above.

d) 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.

viii) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

ix) Offer with any pre-conditions (like conditional discounts) for price are liable for rejection.

x) BHEL reserves the right to reject without assigning any reasons other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

xi) In case of any discrepancy between the description of the Items 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.

xii) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units.

xiii) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offeror and

xiv) If so required by BHEL, Supplier may have to share their cost data / costing sheet with BHEL.

xv) BHEL reserves the right to restrict the number of parties for award of contract.

J] Abnormally Low Offers

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 ARC process. In such cases, BHEL will have the discretion to reject the offer in line with BHEL procedures. Hence the bidders are advised to exercise abundant care in submitting a correct genuine offer.



K] Counter offer

- i) Once the L1 rates for the items finalized by BHEL, then the L1 rate shall be counter offered to the other technically qualified vendors for all the items for their acceptance.
- ii) ***The total number of sources required is maximum Five , hence counter offering will be limited up to reach of Five vendors only. For ordering purpose L1, L2, L3 and L5 vendor arrived based on overall ranking (Total Value) only will be considered. Ordering on L2 to L5 vendors will be done on counter offering of rate proposed for ordering on L1 vendor. Counter offer will be extended to vendors up to get Five vendors for acceptance. Offers of those vendors who accept finalized rates for all six items alone will be considered for ARC and Loading of jobs will be considered as per the split ratio but subject to their Delivery Performance.***
- iii) Acceptance for partial items is not acceptable. If any vendor is not accepting BHEL's counter offer for the tendered items fully, they will be eliminated from the tender and no contract will be made with them.
- iv) Based on the acceptance of vendors, rate contract will be entered with vendors for the accepted rates.
- v) Counter offering will not be extended to top higher ranked (H1) eliminated vendors.
- vi) If none of the vendors are accepting for the counter offer given by BHEL, then BHEL will place orders on the L1 ranked vendor for the tentative quantity mentioned against each item subject to the capacity available with the vendor.

L] Placement of Orders and Loading

- a) Tentative quantity likely to be ordered against each item will be in the ratio of **30%,25%,20%,15% and 10%** between **Five** sources on overall ranking basis. However, after initial order, further loading will be made based on their performance irrespective of the ratio specified above. Tender quantity may increase/decrease during the rate contract period. BHEL does not guarantee any minimum load for any vendor.
- b) The contract is to be signed in Rs.100/- stamp paper. Hence after getting a confirmation on signing of contract, vendor shall get a stamp-paper for a value of Rs. 100/- and submit to BHEL for contract preparation.
- c) 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.
- d) Orders would be placed as Addenda's on the Annual Rate Contract signed by the vendors.
- e) Loading priority will be given among the L1 to, L5 vendors who have signed the Annual Rate Contract, in the order of original ranking (i.e. from L1 ranked vendor) subject to the capacity availability, Quality and delivery performance.
- f) If none of the vendors are accepting for the counter offer given by BHEL, then BHEL will place orders on the L1 ranked vendor for the tentative quantity mentioned against each item subject to the capacity availability with the vendor.
- g) The total available load from time to time will be distributed to those Contractors with preference to L1, L2 L3..L5 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 vendor performance such as collection of Raw materials in time, manufacture according to BHEL plans/requirements, meeting quality requirements, prompt returning & accounting of balance materials and also the minimum required facilities available at the Contractor's works to meet the job requirements and submission of other reports as called for, then and there.



h) Purchase orders will be issued after entering into Rate contract with the Contractors. Discrepancy in the PO's if any, has to be settled immediately then and there from the date of release of PO.

i) The contractor's responsibility for this contract shall commence from the date of issue of order acceptance for this tender. The scheduled period of contract will be for one year and the contractor will have to plan this work accordingly.

M] Bank Guarantee

1. Contractor whose tender is accepted, shall sign the contract, makes necessary **Bank Guarantee** for **Rs.1, 00,000**. It is also to be noted that the BG for the value indicated shall be made available with BHEL at the time of entering into ARC, failing which Firm will not be considered and BHEL reserves the right to cancel the contract and initiate alternate action at the Cost & Risk of such tenderer.

2. **Bank Guarantee Norms** : Bank Guarantee may be furnished in any one of the following forms:

2.1 The Contractor shall execute a Bank Guarantee for value of Rs 100000/- from any one of the Scheduled or Nationalized banks on behalf the Contractor for the safe custody of the materials supplied by the BHEL, Ranipet as free issue and for the satisfactory performance of the Contracts. The guarantee shall be executed on a non-judicial stamp paper or value Rs. 100/- as per our standard Bank Guarantee clauses and shall be kept valid for the full contract period & Claim period of additional THREE MONTHS over the contract period and extensible till final settlement of supply and payment and BG to be submitted directly by Bankers to BHEL. The Bank Guarantee should cover the recoveries to be made by BHEL towards Safe custody of Material Supplied , Scrap / Faulty workmanship, etc. also for which proper material accountal is not made within the stipulated time and shall cover all Contracts past, present and future placed / to be placed by the BHEL, Ranipet.

2.2) Necessary Bank Guarantee(BG) / Fixed Deposit Receipt(FDR) should be furnished. The BG/FD shall be kept valid through out the contract period PLUS 3 Months as claim period and must be renewed in-time. It is also to be noted that the BG for the value indicated for each Firm shall be made available with BHEL at the time of entering into ARC, failing which Firm will not be considered.

2.3) The release of Contract by BHEL, Ranipet shall be on the strength of Bank Guarantee for the safe custody of raw materials issued by BHEL, Ranipet as free issue in line with CL. 21.1. BHEL reserves the right to increase the value of BG/FDR depending on the material availability with the contractors from time to time.

N] 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.

O] Liquidated Damages:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10%. Delivery for purpose of L.D, will be reckoned as the date of clearance of the items for dispatch by BHEL. Supplier should quote a definite delivery period and any delay in delivery will attract penalty.



The delivery period includes time involved in material collection, cutting plan approval, collection of further materials if any and handing over of the finished goods to BHEL-Shipping. Finished goods items shall be door delivered at Shipping/Stores inside the factory, BHEL, Ranipet.

P] Termination of Inquiry / Orders:

- a) BHEL reserves the right to cancel any inquiry before opening of the tender, without assigning any reason.
- b) BHEL reserves the right to cancel any tender and refloat a fresh tender, at any time after opening of the tender, in case it finds the response to its tender as not meeting its requirement. This shall be at the sole discretion of BHEL.
- c) In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation.
- d) In the event of the non-performance of the contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate action would be to the account of the supplier.
- e) BHEL reserves the right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations and at the risk and cost of the Supplier and
- f) BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of 1% per week or part thereof subject to a maximum of 10%. Delivery for purpose of L.D, will be reckoned as the date of clearance of the equipment for dispatch by BHEL.

Q] Force Majeure

- i) If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- ii) 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 elsewhere at the cost and risk of the contractor.



R] Others

- a) 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.
- b) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender or any omissions in the Tender documents or for any clarifications in the tender conditions, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the Sr. Manager / Contracts, Outsourcing Department, Phone: 04172 – 284030, e-mail:- vdinakar@bhel.in ssvasan@bhel.in
- c) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening. Such changes, if any, would be communicated in writing and / or hosted in the web-page.
- d) 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.
- e) 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 out rightly, at any point of time during the Tender processing.
- f) 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.
- g) 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.
- h) If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.
- i) The laws governing this transaction shall be the laws in India.
- j) The tenderer shall acquaint him 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.
- k) The tenderer shall acquaint himself with applicable Acts.
- l) 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.

m) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the “Rule of Arbitration” of the Indian Council of Arbitration.

n) The offer/s of such of those bidders who do not accept for levy of liquidated damages (LD) for delay in delivery and who do not accept for submission of the BG for the value and period specified herein above is likely to be summarily rejected. No correspondence would be entertained by BHEL in this regard, on this subject. BHEL specifically draws the need of this mandatory requirement to the notice of all Bidders. The Price Bid of such of those offerors failing to meet this requirement would not be considered for the Price-Bid Opening.

o) The language in the tender downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's specifications and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would not be allowed to participate in future tenders of BHEL.

p) If a tenderer expires after submission of his tender, BHEL may be at the discretion cancel such tender. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains the character.

q) All tender conditions shall be deemed to form an integral part of contract for the work to be entered into.

r) Payment will be made through e-payment only. Contractor has to submit the EFT form after signing the contract for making payment.

s) "No interest shall be payable by BHEL on Earnest Money or Security Deposit or any money due to the Contractor by BHEL."

S] General :

1.0 Definitions : Throughout these conditions and in the specifications the terms :

(a) “**The Contractee**” means the Bharat Heavy Electricals Limited, acting through the Additional General Manager, Outsourcing Department, 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) “**The 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 alterations 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.

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.

3.0 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 statutory 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 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 Contractor or any subsidiary or an allied firm or company shall be open to this inspection.

4.0 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.

5.0 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.

6.0 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 Organisations
- 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 within 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.

8.0 Occupational Health and Safety Management System (OHSAS 18001) and Environmental Management System (EMS 14001)

BHEL/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 licence 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 (particulary 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.

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.

T) Reverse auction (RA) / on-line bidding on internet:

1. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders shall give their acceptance with their offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of the bids, in case BHEL decides to go for RA."
2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for "Suspension of Business Dealings with Suppliers/ Contractors (as available on www.bhel.com)."
3. The philosophy followed for reverse auction shall be English Reverse (No ties).
4. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
9. Reverse auction will be conducted on scheduled date & time.

Note: Decision to go for RA or not will be on case to case basis.

10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, to the Service provider within two working days of Auction without fail.
12. Bidders are required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with their offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, would also be opened after the RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. It is considered that the bidder having



submitted their offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rate/s.

16. If it is found that L1 bidder has quoted higher in the online sealed bid in comparison to the envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

17. The calculation sheet e.g. excel sheet (which will help to arrive at 'Total Cost to BHEL') will be communicated to respective bidders of RA by BHEL. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]

18. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.

19. Suppliers are required to submit their best price bid in a separate sealed cover along with technocommercial bid. After evaluation of Techno-Commercial Bids:

a) In case BHEL decides not to conduct RA, the envelope sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, would be opened and processed as per extant the internal Purchase/ Works Policy as applicable to BHEL.

b) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider. (See Annexure for Model General Business Rules of RA.)

20. Generally the start price for the RA would be the lowest of

- a) Lowest online sealed bid and
- b) Internal Estimate of BHEL

Note: Wherever more than one lowest online sealed bids are identical and lower than the estimate, the start price, would be that price arrived by reducing the lowest online sealed bid by maximum of one decrement.

21. Reverse auction process would be deemed to have started upon receipt of 'Online Sealed Bids' from the bidders within the prescribed time frame as per Business Rules.

22. After receipt of 'online sealed bids', the start price & bid decrement will be decided by BHEL and the same would be communicated to the service provider, to start the bidding process.

23. Only those bidders who have submitted the 'online sealed bid' within the scheduled time would be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time would be provided and all the participating bidders would be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

24. If the lowest online sealed bid is the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system. System would have the provision to indicate this bid as current L1 for further bidding.

25. If the start price is lower than the lowest online sealed bid, on acceptance of such start price by any bidder, this bid would be indicated as current L1 for further bidding.



26. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder.

27. All bidders who had given online sealed bid would be able to see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price irrespective of quote received in RA or online sealed bid.

28. RA shall be treated as failed in the following scenarios:

- a) In cases where the start price is (a) estimate or (b) one decrement (maximum) lower than the lowest of the online sealed bids and no bidder accepts the start price.
- b) In cases where the number of online sealed bids are less than four before removal of highest bidder.
- c) In cases of tie among H1 bidders, even after extension of submission of online sealed bids once by 15 minutes.
- d) Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a), b) or c) satisfies.

29. In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders would be opened and the tender would be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid would not be opened.

30. After declaring L1 upon completion of RA, the envelope sealed price bid of L1 bidder would also be opened for placement of order on lower of the two bids (RA closing price & envelope sealed price) and the offers would be processed as per extant their internal Purchase/ Works policy provisions of BHEL. Action as per NIT terms would be taken if online sealed bid is higher than the envelope sealed bid.

31. Relative position of bidders (for usage in cases of predefined splitting the quantities) would also include bidders who have given 'online sealed bids' but have not given further bids in auction. In case of splitting requirement, H1 bidder may be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer. However, principle of splitting to N-1 bidder would be maintained.

32. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid would be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

33. For providing preference to domestically manufactured Electronic Products, in accordance with Department of Electronics and Information Technology (DeitY) Gazette Notification No. 33(3)/2013-IPHW dated 23.12.2013 and its related notifications issued from time to time, H1 bidder removed from further bidding would be considered for counter-offer to meet domestic bidder requirement for the item(s) under procurement.

34. In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL would be opened as per BHEL's standard practice.

35. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) would be treated as sealed envelope price bid.

Note: In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.

ANNEXURE FOR REVERSE AUCTION

Model General Business Rules for Reverse Auction

This has reference to tender no {tender number....date...}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Online Sealed Bid: This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. Online Reverse Auction: The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

- Online Sealed Bid:-

- {Start Time:}
- Close Time: }

- Online Reverse Auction:-

- {Start Time:}
- Close Time: }

3. Auction extension time:

If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last

minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15



minutes prior to initial closing time of Online Reverse Auction.

3. **Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, GST, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL(To be specified by Unit as per NIT conditions).

5. Bidding currency and unit of measurement:

Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. Validity of bids: Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Bidders shall be assigned a **Unique User Name & Password** by M/s. *{Service provider}*. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. *{Service provider}* to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders 'company'.

9. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Computerized reverse auction shall be conducted by BHEL (through M/s. *{Service Provider}*), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. *{Service provider}*, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not

participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. *{Service provider}* is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc. from M/s. *{Service provider}*.

14. M/s. *{Service provider}*, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. *{Service provider}*, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. *{Service provider}* besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup Document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry No. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package).
- b. Bid Placed by the bidder.
- c. Start Price.
- d. Decrement value.
- e. Rank of their own bid during bidding as well as at the close of auction

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. *{Service provider}*, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time..

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To
- M/s. Service provider
- Postal address

CC: M/s BHEL

BOILER AUXILIARIES PLANT
INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET – 632406
TAMILNADU
INDIA.

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{ _____ in value & in words _____ } for item(s) covered under tender enquiry
No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, E.D. , C.S.T. , freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of { ____ in nos. & in words ____ } days.

The price break-up including that of line items is as given below.

Total

=====

- Rs.in value & in words

=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,
For _____
Name:
Company:
Date:
Seal:



Enquiry Number: 667125E

Dt.16.07.2018

SECTION - V

SAFETY CONDITIONS

1. Safety & Security of all Men, material & Equipments at the yard/manufacturing site are the responsibility of the contractor.
2. Wherever any area declared dangerous, the contractor shall not allow his workers to work until a written clearance is obtained from appropriate authorities.
3. Whenever people work at height more than six feet, necessary platform and safety belts shall be provided for workers by the contractors to avoid fall from the height
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety shoe and safety equipment such as gloves, safety goggles, helmet, safety belts etc. must be issued to the workmen and strictly to be used while carrying-out the work.
8. If the contractor's workmen are found to violate the safety precautions punitive action will be taken by withholding a sum of Rs.500/- to Rs.1,000/- from the contractor bill for each violation.
9. The working area shall be kept clean by avoiding accumulation of metal scraps, debris and other unwanted material and free from all obstructions. Raw material are to be properly stacked at the yard
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange **WORKMEN COMPENSATION / INSURANCE POLICY** covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at their cost.
13. These safety measures shall be deemed to form an integral part of the Work order / Agreement.

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