



**BHEL : BAP : RANIPET  
OUTSOURCING DEPARTMENT**



**WELCOME  
TO  
OPEN TENDER**

**FOR  
ANNUAL RATE CONTRACT OF GALVANIZING – 2014-15  
ENQUIRY REF: 654003E DATED.31-10-2014**

(Please **CLICK ON** to the description against each SECTION/ANNEXURE)

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## BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

பாரதமிகுமின் நிறுவனம்

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

Ph: 04172-284690, 284323,  
241120

Email:  
[tenderoutsourcing@bhelrpt.co.in](mailto:tenderoutsourcing@bhelrpt.co.in)

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

Sealed Tenders are hereby invited from experienced vendors for Galvanizing of hand rail tubes, bends, etc., to 600/610grams/Sq.mtr, 750 grams/Sq.mtr, 900 grams/Sq.mtr as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –latest version).

Enquiry No. & Date	<b>654003E</b> Dated 31-October-2014
DUE DATE & TIME For Submission Of Offer	02-December-2014 Prior to 09-00 AM
Date & Time Tender Opening	02-December -2014 by 10-00 AM
Place Of Submission Of Offer	At <b>Tender Box</b> located in Outsourcing department, Administrative Building- Third Floor,, BAP/BHEL/Ranipet -632406.
Place Of Tender Opening	MDP Hall At Third Floor/BAP/BHEL/Ranipet

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

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

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

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

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

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

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

SM(Contracts)/OS

Administrative Building- Third Floor,,

Outsourcing Department,

M/s B.H.E.L., BAP,

Indira Gandhi Industrial Complex, Ranipet-632406


SM(Contracts)/Outsourcing

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

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

Phone : 04172-284690, 284323, 241120 E-Mail : [tenderoutsourcing@bhelrpt.co.in](mailto:tenderoutsourcing@bhelrpt.co.in)

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	<b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, <b>RANIPET- 632 406 (Tamil Nadu)</b>	
Tender NO: <b>654003E</b> Kindly refer to Section-I for the date of Bid opening		

## SECTION – II SALIENT FEATURES OF THE TENDER

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


1. This is an open tender enquiry inviting quotations for entering into Rate Contract, during 2014-15 for carrying out the Galvanizing of hand rail posts, tubes, bends, etc., to 600/610grams/Sq.mtr, 750 grams/Sq.mtr, 900 grams/Sq.mtr as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE / PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –latest version).
  - a. Recommended practice of Hot Dip Galvanizing for Iron & Steel as per IS:2629(latest version) and Continuous galvanizing process consists of cleaning of base steel surface by first oxidizing and subsequently reducing the surface oxides under controlled atmosphere or by any other inline cleaning method. Please specify your process for continuous feeding of molten zinc bath.
  - b. Passivizing treatment by suitable agent like chromic acid needs to be followed.
  - c. After galvanizing, when the sheet emerges from the zinc bath, the excess molten zinc on them is wiped off by air or gas jets. There is no fluxing in this process.
  - d. Zinc purity certificate for all cycle needs to be generated and shown to our inspection on demand.
  - e. Type Test / Acceptance Test such as Visual Inspection, Adhesion of Coating, Uniformity of coating and Mass of Zinc coating will be made for all products.
  - f. IS: 2633 - 1986 Methods of testing uniformity of coating on zinc coated articles will be referred.
  - g. Mass of Zinc Coating - Minimum average mass of zinc coating for fabricated items shall be ensured as per requirement.
  - h. The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total DFT shall be mini. 87microns. as per BHEL drawings and Quality requirement with materials issued by BHEL.
2. Only those vendors meeting the **pre qualification criteria** are eligible to participate in the tender. (Ref. Section-III)
3. Quotations received from bidders not meeting the pre qualification criteria will be rejected.
4. Rate Contract is valid for a period of 12 months from the date of contract finalization date. (Clause 1.1 of Section V)
5. The rate contract tender is for GALVANIZING of hand rail posts, tubes, bends, etc., for a tentative quantity of 2375M.T(ref. Scope of NIT). (Clause 1.8 of Section V).

## SECTION – II

### SALIENT FEATURES OF THE TENDER

6. **Price Variation clause** is applicable based on change in rate of HG-Zinc applicable for Hyderabad as published by Hidustan Zinc Limited in their website: [www.hzlconnect.com](http://www.hzlconnect.com).(Ref.Section VII)
7. Firms submitting the offer, please take into account all the cost elements (ref. Cl. 2.1.1. to 2.1.6 of Section-V) of Galvanizing, tender terms and conditions etc. Kindly refer scope of work under Terms & Conditions of the contract. The Drawings/Sketches indicated are representative only. (Refer Section IX for the list of Drawings/Sketches)
8. There are three category of galvanizing requirement based on coating of weight in grams per sq. (Section-IV). The eligibility criteria of vendors (Ref. Section-III) and Evaluation Criteria for Galvanizing (Doc.ref: GAL1) is as per (Ref. Annexure-B).
9. The rate to be quoted is based on “Ex-Works” ,inclusive of raw-materials and chemicals required for galvanizing,unloading of items given for galvanizing and loading of galvanized items on contractor/BHEL vehicle, handling charges,cleaning, testing, painting.No extra charges or compensation in any form shall be allowed for multiple activities. (Clause 2.1.1 to 2.1.6 of Section V)
10. Conditional offers if any submitted by the firms will not be acceptable.
11. No revision of quoted prices will be entertained after the tender is opened. (Clause 2.2 of Section V)
12. The land in which the galvanizing to be carried out, should be either in the name of the firm or in the name of the proprietor / partners. Proof of land document to be submitted. (Clause K of Section III).
13. If galvanizing work is to be carried out in leased land, registered lease agreement valid for minimum 3 years to be submitted.
14. Availability of BG for the free issue material is a mandatory for release of Job Work Order. For details on BG refer (Clause 12.7 of Section-V for BG Norms –ref. Section X For the BG-Format.
15. Subletting/Part processing of BHEL jobs shall be allowed (to ensure PGMA completion) where necessary, with BHEL’s prior approval (clause.14 of Section-V)
16. Top 20% of the bidders quoting highest rates (H1,H2,H3..Etc..)will be eliminated from Rate Contract. **H1 vendor will not be considered under any circumstances.** However in case of No. of vendors found eligible for price-bid opening is less than 10 (TEN), only the H1 vendor will be eliminated.
17. **Service Tax:** Suppliers shall submit Service tax registration number. Wherever service tax is applicable and payable, the same shall be indicated clearly in the offer. Then 70% of value is payable as VAT. Out of balance 30% value , Service tax for 50% is payable by supplier and balance 50% will be paid by BHEL (being service provider). Reverse Charges of service tax is not applicable for “Limited Companies”.
18. New vendor (not registered with BHEL /BAP/Ranipet- Outsourcing so far are advised to meet BHEL-OS Officials to understand and get better clarity regarding various terms & conditions of the tender.

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	<p><b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex,</p>	
	<p><b>RANIPET– 632 406 (Tamil Nadu)</b></p>	
<p><b>Tender NO: <u>654003E</u></b> Kindly refer to Section-I for the date of Bid opening</p>		

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

- a. **New Firms** should have experience of doing galvanizing of items for the minimum period as specified in the evaluation criteria detailed -in Annexure-B. The documentary proof for the galvanizing as per specification made to any power equipment manufacturer or reputed public sector company, duly **attested by notary public** of having experience shall be enclosed with the tender. They should submit the 2 recent Job-Work-Order copies (one per each year in 2013 and 2014) executed by them along with performance certificate / end user certificate as a proof, failing which offers will not be considered.
- b. **New firms** having their works located with in **0 to 300 Kilo Meters**, only are eligible to participate in this tender (radial distance from BHEL, Ranipet to registered address of the works where Galvanizing is done).
- c. **Existing Firms, who** already registered with Outsourcing (OS) BHEL/BAP/Ranipet AND have signed for ARC-2012-13 and its Extn. as 2013-14 (ie. The existing vendors), shall be directly qualified for the Galvanizing the respective categories already executed by them.
- d. **The restriction on distance is not applicable for existing registered firms.**
- e. The list of RS- Group is indicated in Technical Bid and in Price Bid vide SECTION –VIII and IX.
- f. There are 3 (Three categories of rates covered in this tender based on coating thickness.(600/610 gsm, 750 gsm, 900 gsm) and firms are requested to quote for all the three categories. Evaluation criteria detailed in Annexure-B covers all the three RS categories.


**Note: The Evaluation criteria is projected in Annexure-B**

Firms should meet the requirements

- i. The facilities indicated as “Mandatory” in ANNEXURE B should be available and in working condition as on date at the time of submission of offer and to be made available for the whole contract period.
- ii. new vendors shall meet the evaluation criteria.
- g. The offers are to be submitted for all the three categories. If rate for one or more of the category is not quoted, then the rate quoted for others will not be considered.
- h. New vendors are eligible to quote for rate schedules(meeting the eligibility criteria as detailed in Annexure-B), subject to meeting eligibility criteria (w.r.t. the Facilities, man-power, Financial stability, experience in completing similar/same job earlier) supported with documents duly attested by a Notary Public Facilities indicated as Mandatory in Annexure B should be available and in working condition as on date at the time of submission of offer and to be made available during the contract period.

- i. All new firms submitting the offer shall be subjected to assessment and submission of vendor registration forms (Annexure-E) along with supporting documents & spot evaluation (if applicable) for considering their price bid . Price bids of firms failing to meet the technical qualification shall not be considered for further processing in the tender.
  - j. All new Firms should meet the required land area ( 0.5 Acre) as per the checklist.
  - k. As far as new vendors concerned, the Land shall be owned either by the partners/ proprietor or registered in the name of the firm. In case of Leased land, the lease agreement shall be registered in the name of either by the partners/ proprietor or registered in the name of the firm and valid for a minimum period of 3 years from the date of offer submission. Notarized Copy of Lease agreement / own land document to be enclosed along with the tender. As far as existing vendors, whose lands were on lease shall ensure the availability of Land for a minimum period of 3 years from the date of offer submission.
  - l. All the supporting documents should be duly attested by Notary Public.
  - m. Vendors who are not eligible to participate in this tender:
    - a. Vendors “declared/notified” as “defaulters/poor-performers” on “quality/delivery grounds” are not eligible to quote. Offers if any received such vendors shall be rejected.
    - b. Offers submitted without proper supporting documents like
      - i. in case of MSME vendors,
        - 1. if MSME certificate is not submitted or
        - 2. if a certificate (as in Annexure-H) from Chartered Accountant is not submitted in case if the date of MSME certificate is older than 2 years as on the date of Price Bid opening
      - ii. in the case of offers received from a “New Vendors”,
        - 1. Who have not submitted the documents as called for in the Annexure-E OR have not responded to the query w.r.t. further evaluation of their request for registration.
        - 2. who have not submitted the documents as in Annexure-B Will be rejected.
    - c. Offers submitted by vendor, who have not met the qualification criteria as in Annexure-B will be rejected.
    - d. Offers submitted by vendors who have not submitted the requisite documents like Declaration by the Bidder(as in Annexure-F), Affidavit (as in Annexure-G) will be rejected.
    - e. Offers if any received from vendors who are not eligible shall be rejected.
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	<b>BOILER AUXILIARIES PLANT,</b> Indira Gandhi Industrial Complex, <b>RANIPET– 632 406 (Tamil Nadu)</b>	

Tender NO: **654003E**

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

## SECTION – IV

### Instructions to Bidders

- 1.0 Bid Submission: The Bids shall be submitted in three parts namely (i) A cover containing Earnest Money Deposit (EMD) fee Cover OR Micro Small Medium Enterprises (MSME) EM-II valid certificate (ii) Techno Commercial Bid Cover and (iii) Price bid cover. All these Three envelopes should be sealed individually and to be put in a BIG-single envelope.
- 1.1 The FIRST Cover shall contain The EMD fee OR the MSME -EM-II valid certificate. This shall contain
- 1.1.1 EMD or valid MSME certificate, which is mandatory for participating inTender.
- 1.1.2 Non-MSME vendors should submit the EMD for Rs. 2,00,000/- (Rupees Two Lakhs only) by way of Demand Draft in Favour of M/s. Bharat Heavy Electricals Limited, Ranipet - payable at Ranipet. EMD by any other form will not be accepted.
- 1.1.3 MSME vendors are exempted from submission of the above EMD. For availing this exemption, the vendors should submit the copy of valid MSME EM II certificate.
- 1.1.4 For availing this exemption, the MSME vendors should submit along with offer, the attested copies of either EM II certificate having deemed validity or valid NSIC certificate (The validity of the MSME certificate will be taken as TWO years from the date of Issue of MSME certificate, ELSE) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSME status of such suppliers shall be shifted to Non MSME supplier till the supplier submits these documents.
- 1.1.5 The validity of the MSME certificate will be taken as TWO years from the date of Issue of MSME certificate.,
- 1.1.6 If the date of issue of the MSME certificate is earlier than 2 Years, the vendors shall submit (a) The copy of the MSME Certificate and (b) a certificate in original by a Chartered Accountant, as in Annexure-M, certifying quantum of investment in plant and machinery are within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over.

- 1.1.7** The cover containing DD for EMD shall be Superscribed as **“BHEL-BAP-OS-ARC-MAIN-2014-15”, “EMD Fee/MSME Certificate Cover”** for **“Enquiry No., 654003E Dated 31-Oct-2014 due date 02-Dec-2014.”**
- 1.2** The SECOND cover shall contain the Techno-Commercial-BID as detailed below Duly filled along with the supporting documents.
- 1.2.1** The Techno Commercial-Bid shall Contain the duly-filled-in and duly Notarized Documents including
- 1.2.1.1** The Mandatory documents such as Annexure-B, D to R (as applicable) and
- 1.2.1.2** Section VIII(technical Bid format duly filled )
- 1.2.2** The supporting Documents and/or Certificates as called for in Sl.No. 1.2.1 of Techno-Commercial bid also required to be attested by a NOTARY PUBLIC and submitted along with the Technical-Bid.
- 1.2.3** The Technical BID shall not contain the rates quoted by you to this tender.
- 1.2.4** All the above documents shall be kept in a sealed cover and to be submitted superscribing name of the Bidder and **“BHEL-BAP-OS-ARC-GAL-2014-15”, “TECHNO COMMERCIAL BID”**, alongwith **“Enquiry No., 654003E Dated 31-Oct-2014 due date 02-Dec-2014.”**
- 1.2.5** Incomplete offers and offers from bidders not complying with the prequalification criteria as per SECTION III & ANNEXURE-B shall be rejected.
- 1.2.6** The cover containing the EMD and the cover containing the Technical-Bid shall be Stapled / Pinned together.(ie. The FIRST Cover and SECOND cover should be stapled together).
- 1.3** The THIRD cover shall contain the Hard Copy of the price BID..
- 1.4** The cover containing the Price Bid shall be Superscribed name of the Bidder and as **“Price Bid for BHEL-BAP-OS-ARC-GAL-2014-15” along with the Enquiry No., “Enquiry No., 654003E Dated 31-Oct-2014 due date 02-Dec-2014.”**
- 1.5** These above three covers shall be put in a big common cover duly sealed and submitted, duly super scribed as **“Tender in Three Parts in separately sealed covers for Tender BHEL-BAP-OS-ARC-GAL-2014-15 with Enquiry No., “Enquiry No., 654003E Dated 31-Oct-2014 due date 02-Dec-2014.”** If this is not done properly by the Bidders, such bids will be rejected and disposed off.
- 1.6** The sealed cover should be addressed to **SM(Contracts)/OS, , Administrative Building-Third Floor, Outsourcing Department, M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet-632406.**
- 1.7** The bidders are requested to submit the bids with double 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.

- 1.8 Even though offers in Hard-copy are expected, as an exceptional case, the offers may be submitted to our email ID: [tenderoutsourcing@bhelrpt.co.in](mailto:tenderoutsourcing@bhelrpt.co.in), subject to meeting related requirement in submission of Hard copy (prior to the due date and time), wherever called for. Besides, the **Hard copy of the Tender should also be submitted**. The Technical Bid and Price-Bid should be submitted in separate email ID. BHEL is not responsible for non-receipt of offer by email in-time at our mail-box due to any kind of system delay/problem.

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

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

## 3.0 Tender Due Date:

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

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

- 4.1 Quotations received in Sealed covers will be opened at MDP Hall-Third Floor, Admn Building, BHEL / BAP / Ranipet -632406 as indicated in Section-I, in the presence of the Bidders or their Authorized Representatives (bearing the authorization letter-as in Annexure-C) who may wish to witness the same.
- 4.2 First EMD / MSME cover shall be opened, only if EMD as mentioned above **OR** the valid MSME certificate is available, the respective Techno Commercial bid will be opened.

## 5.0 Price Bid Opening

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

## 6.0 Witnessing the Tender opening

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

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

- 6.4 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.
- 6.5 Otherwise, the EMD submitted by the vendors will be returned within a month from the date of commencement of ARC-period, including the following.
  - 6.5.1 The EMD of vendors whose Techno -Commercial Bid is “Rejected” and their price bid is not opened.
  - 6.5.2 The EMD of vendors whose rates are ranked to be in top 20%, leaving “No-Rate Schedule available for signing of ARC”
  - 6.5.3 The EMD of vendor who are not ranked L1, whether they agree for the counter offered rates or not.

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

## 8.0 Validity Of Offers :

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

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

## 9.0 Evaluation of New Firm :

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

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

**Evaluation of Existing firms:**

The firms who continue to be in OS Rate Contract 2012-13 & 2013-14 (Past two years) shall be considered as existing firms.

- 9.6 Firms not considered in/those who have withdrawn or cancelled the ARC/not signed/discontinued in RC 2012-13 of OS shall be treated as new firms.
- 9.7 Fresh evaluation of the facilities available with the vendors **will not** be carried out for the rates quoted by Existing vendors to the POs released after 16-Nov-2012 under Rate contract of OS dept.
- 9.8 For other cases, Fresh evaluation will be carried out based on the Annexure-B to be submitted by the vendor for rates quoted for the new rate schedules.

**10.0 Evaluation of Techno Commercial Bid :**

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

**11.0 Evaluation of Price Bid :**

- 11.1 The rates quoted shall be evaluated on the basis of "total cost to BHEL". Though the rates offered by galvanizing vendors are on "Ex-works" basis, while working for "total cost to BHEL", BHEL will also add the transport cost incurred to BHEL as per the below details.
  - a) Rs.475/- per MT will be added for the Vendors located with in 60Kms from BHEL,Ranipet
  - b) Rs.1192/-per MT will be added for the Vendors located above 60 Kms and upto 160 Kms
  - c) Rs.2000/-per MT will be added for the Vendors located above160Kms and upto 300 Kms

**The above rates are tentative and exact rates will be intimated at the time of price bid opening.**

- 11.2 If the rates of Two vendors are equal resulting in same ranking (whether L1/L2/...), among the equal ranked vendors, the sub-ranking will be done to differentiate (a.) to decide the L1-vendor eligible for negotiation and (b) for elimination of higher ranked vendor as below. The sub-ranking

will be done in-the-order by providing lower ranking for vendors (1) Not having listed as defaulter by BHEL, (2) nearer to BHEL by location 3)Become Sole-L1 for more number rate Schedules, (4) More the BG value for OS-GAL (as on Tender-Technical-Bid-opening date),(5) Less count of Pending IPs to be settled for MAS, for morethan 30 days (as on Tender-Technical-Bid-opening date),(6) Earlier date of commencement of activity as in MSME certificate 7)Number of WO cancelled/Divereted due to reasons attributable to contractor (in Year 2012-14) and/or (8) Draw of lots as a final measure (in presence of such vendors, who may like to be present).

- 11.3 If the L1 rate against any RS description is found not acceptable to BHEL, then the L1 firm/s may be called for negotiation before finalizing the rate.
- 11.4 BHEL has the right to refloat or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.
- 11.5 20% of the bids with highest rates in the order of ranking (H1, H2, H3, etc)for each main rate schedule will be eliminated from tender. (ie. 80% of the offers received, rounded to next higher number will be considered eligible). H1 vendor will not be considered under any circumstances. (This excludes the Extra Rate Schedules). However, incase of No. of vendors found eligible for price bid opening is less than 10 (TEN), only the H1 vendor will be eliminated.

## **12.0 Counter offer and load distribution**

- 12.1 Counter offering will not be extended to top 20% (H1, H2, H3.. ) vendors/ H1 vendor.
- 12.2 Tentative quantity likely to be ordered against each RS group and the methodology for arriving total cost to BHEL is indicated (SECTION VI) .
- 12.3 Tender quantity may increase / decrease during the rate contract period. BHEL does not guarantee any minimum load for any vendor.
- 12.4 Once the L1 rates for the rate groups are finalized by BHEL, then the L1 rate shall be counter offered to the other technically qualified vendors for their acceptance. Acceptance of counter offer for all rate groups offered by BHEL is mandatory and part acceptance will not be considered.
- 12.5 Based on the acceptance of vendors for the rate groups, rate contract will be entered with the vendor for the accepted rate groups in full.
- 12.6 L1, L2, L3 ranked bidders will be loaded more than the higher ranked vendors, subject to capacity availability, delivery performance and quality.
- 12.7 If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place orders In case the L1 vendor does not execute the orders, BHEL may get the job done through other vendors at the Risk and cost of L1 vendor and the extra expenditure involved if any shall be recovered from the L1 vendor from any amount due to them.
- 12.8 If the counter offer is accepted by only few vendors, then BHEL will place orders only to those vendors, In case those vendors do not execute the orders, BHEL may get the job done through other sources at the Risk and cost of those vendors and the extra expenditure involved shall be recovered from these vendors from any amount due to them. BHEL may also suspend business dealings with such vendors as per BHEL policy guidelines (Ref. Annexure-O).

## **13.0 General Conditions :**

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

- 13.13 During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable with respect to BHEL's estimate or prevailing market rates, BHEL will ask for justification also demand the break up cost element for such rates from the vendors with appropriate documentary evidence and if not submitted it will be construed that the vendor has offered the rates with an intention to sabotage BHEL Tender process/ tamper Tendering procedure, affecting the RC process. In such cases, BHEL will take appropriate action in line with BHEL procedures. Hence the bidders are advised to exercise abundant care in submitting a correct genuine offer.
- 13.14 If a Bidder is found to have given false information / documents as a part of their offer, such offers shall be rejected / the contract shall be terminated and the firm shall be banned from getting business from all BHEL units.
- 13.15 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender. If such a fact comes to light subsequently, the Contract may be cancelled and the firm may be banned.
- 13.16 The entire terms and Conditions contained in this tender shall be deemed to form an integral part of the Contract to be entered.
- 13.17 In case BHEL finds that vendors join together, form cartel, or influence others / new vendors to submit offers in their favor, then BHEL will take severe action against such vendors including permanent blacklisting / banning of such vendors for BHEL's Business.
- 13.18 Bidders will be disqualified from BHEL vendors list and business with them will be suspended by BHEL, if it is found that they indulge / carry out activities / business which are in direct competition or detrimental to BHEL business and accordingly such firms will be banned.
- 13.19 Suspension of business dealing as Hold / De-List / Ban will be invoked based on the guidelines in Annexure-O.
- 13.20 The contract to be finalized against tender to be signed in Rs.100/- stamp paper. Hence after getting a confirmation on signing of contract, you shall get a stamp-paper for a value of Rs. 100/- and submit.
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Bharat Heavy Electricals Limited /Boiler Auxiliaries Plant, Ranipet- 632 406

பாரதமிகுமின் நிறுவனம்

**OUTSOURCING DEPARTMENT**

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

Enquiry No. : **654003E**

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

**Enquiry for entering into Rate Contract during 2014-15** for GALVANIZING of Handrail posts, tubes, bends, ladders etc., as per BHEL Engineering drawings, quality documents and technical specifications, with materials / components supplied by B.H.E.L., as free issue.

Gentlemen,

Sub: Galvanizing of semi-finished boiler components during the year **2014-2015**(GALVANIZING WORK ONLY)

We have pleasure in sending this enquiry for GALVANIZING of the subjected items.

**Scope of Work:**

Complete Galvanizing of hand rail tubes, bends, etc., to 600/610grams/Sq.mtr, 750 grams/Sq.mtr, 900 grams/Sq.mtr as specified in BHEL drawings/sketches/GMS, quality documents and technical specification. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing. Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch. (Standard Ref for galvanizing :IS 2629 –Latest version).

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

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

- 1.1. Contract period for this Enquiry will be **12 months** form the date of award (finalization) of contract.
- 1.2. The Enquiry is for Galvanizing of subjected items to a total quantum of **2,375 MT Appx.** (contract for doing Galvanizing of subjected items) in accordance with drawings/QWIs to be supplied by BHEL/RANIPET, on the items/materials/components supplied as free issue by BHEL/RANIPET or its vendors. The rates are on “Ex-works” basis. The other details of the conditions of the Enquiry are given below.
- 1.3. For study and quoting of rates for various Rate Schedules, the sketches along with other documents listed in Annexures are made available for downloading. For your study and reference the sample copies of actual drawings are kept at our office during working hours on all working days (up to 1 week prior to the due date for submission of tender) .
- 1.4. You are requested to have perusal of these drawings, before submitting your offer.
- 1.5. Based on the Rate contract, to be finalized, the Sub-Contractors shall accept and undertake all jobs awarded to them and execute them to the satisfaction of BHEL. Failure to comply with this requirement will be viewed seriously.
- 1.6. BHEL will conclude that the offer has been submitted by the Sub-contractor fully understanding all the requirements both explicit and implied and other conditions and accepting the same. After tender opening, Sub-contractors do not have any right to change / alter any of the conditions either partly or fully. Offers of any such Sub-Contractors doing so, will be rejected.
- 1.7. Vendors are requested to refer to **SECTION-I** of this tender for (a) the applicability of EMD, (b) waiver available for EMD for MSME vendors and (c) procedure involved in submitting the offer in three parts.
- 1.8. The rates are invited under following categories from eligible vendors:

Sl	Description:	Coating thickness in Grams per Square meter	Tentative Quantity for ARC 2014-15 In Metric Tons	Remarks
1	Hand rail posts, tubes, bends,ladders etc. to	600 or 610	1925	Rates to be quoted in Rs. Per M.ton
2	Hand rail posts, tubes, bends,ladders etc. to	750	300	Rates to be quoted in Rs. Per M.ton
3	Hand rail posts, tubes, bends,ladders etc. to	900	100	Rates to be quoted in Rs. Per M.ton

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

## 2. RATES :

2.1. The offer has to be submitted ONLY IN **Section-VIII (in duplicate for the Techno-Commercial Bid) and Section-IX (in duplicate for Price-BID both in Hard-copy only,** duly signed by the authorized person of your Firm with Rubber Stamp in the space provided in **Section-VIII and IX.** No deviation or change from the Tender conditions will be entertained and BHEL reserves the right to reject such

offers. Please quote your FIRM rates per MT. The rate shall include all consumables/activities as specified in clause 2.1.1 to 2.1.6 and the operations called for as well as the conditions indicated in the tender.

- 2.1.1. The rate shall include all consumables for galvanizing as stipulated in the drawings/QWIs/Specifications/procedures and any indirect materials required for galvanizing.
  - 2.1.2. The rate shall be inclusive of all the preparatory activities required for galvanizing as per standards and the post galvanizing activities.
  - 2.1.3. All painting charges including cost of the paint required in the process is fully in the scope of vendor. No extra charges payable by BHEL for such paintings.
  - 2.1.4. Offering the jobs for inspection to BHEL /Customer or its authorized inspection agency is in Sub-Contractors scope and the quoted rate shall include the same.
  - 2.1.5. All the charges incurred for the testing (as applicable and called for by the inspection) of the items and the work to be done after testing is in vendors scope and the quoted rate shall include the same. The description of items (hand rail tubes, bends, etc) given for the tender is only indicative. Any items of similar nature with different name/description shall be loaded against the same rate based on the work content. For payment purpose, only Rate given shall be considered.
  - 2.1.6. Protecting the material issued by BHEL under safe custody until completing the delivery as required. (to be read with cl. 3.4.10)
- 2.2 The rates shall be quoted by considering the “**Price variation clause (PVC)** as per section-VII”. The rates are operative, with application of PVC for placement of orders for **ONE YEAR** on Rate Contract basis to be entered into between BHEL and the Sub-contractor. Please quote rates for galvanising based on HZL rate of Rs. 1,74,400 per MT for Zinc as on dt. 30.10.2014(Hyderabad stock point of HG grade)
- 2.2.1. The total available load from time to time will be distributed to those Sub-contractors with preference to L1, L2 and L3, with whom Contract is entered into and to that Contract, the addenda shall be placed in a phased manner subject to the availability of potential for BHEL and also depending upon your performance such as completion according to our plans/requirements, meeting quality requirements, prompt issue of documents, submission of other reports as called for, then and there. BHEL does not guarantee ordering of any minimum quantity on any Sub-contractor.
  - 2.2.2. However, if the Sub-contractors are performing well in terms of sequential dispatches and required tonnage interalia meeting the requirements laid down above, the same will be considered during loading. Please ref. **Cl. 14 of Section-IV** for counter offer load distribution (The Scope of fabrication will be indicated in Annexure II & Customer approved quality plan in issued along with Addenda to be released after finalization of contract).
  - 2.2.3. The L1, L2 and L3 Vendors will be loaded for more quantum, subject to other performance criteria specified above.
  - 2.2.4. Job Work orders will be issued after entering into Rate contract with the Sub-Contractors. Discrepancy in the JWOs if any, has to be settled immediately then and there within 10 days from the date of Job Work Order.

- 2.2.5 ARC Contract will be entered only with the vendors who respond to this ARC-Enquiry. New vendors who have not responded to this ARC-Tender-but registered/approved later, if any will be permitted in the next year ARC (provided they respond to the next-year ARC).
- 2.2.6 In case of new vendors, The Inspection report on **First-of-trial** of First-addendum-JWO shall be submitted. Further loading of jobs will only be considered after the successful completion of the First-addendum-PO.
- 2.3 ELIGIBILITY TO QUOTE: Please refer **SECTION-III** for the pre-Qualification criteria

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

- 3.1.1 The items/material required for galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back after Galvanizing. Galvanizing to be done to 600/610 grams/sq.mtr, 750 grams/sq.mtr, 900 grams/sq.mtr, depending upon the requirement. Transport charges are NOT in your scope and hence not Payable. Weights of GMS (Annexure II of addenda to be released after finalization of contract) will be the basis for accounting of materials issued and for billing of galvanizing charges.
- 3.1.2 The galvanizing shall be done AT THE EARLIEST WITHOUT ANY DELAY. If BG limit becomes a constraint, in case of more quantity of items for galvanizing, vendor shall arrange for additional BG within 2 weeks time as per the need.
- 3.1.2 Wherever Sub-contractor comes across receipt of excess material due to any error in GMS/Drgs/JWO/addenda that is to be brought to the notice of AGM/OS immediately.
- 3.1.3 Excess material arising out of wrong issue shall be returned back.
- 3.1.4 Returning of excess-material to BHEL is mandatory. In case where those materials are not returned, cost shall be recovered along with all applicable statutory levies such as Excise duties, Taxes etc along with our departmental charges/Administrative charges. Currently the departmental/administrative charges are 25% for indigenous materials and 50% for imported materials on the value. In addition, Statutory taxes, duties & levies as applicable will also be recovered and no claim for refund will be admitted by BHEL/RANIPET. The rate of departmental and administrative charges, as applicable from time to time, irrespective of the date of failure, will be applicable. Besides penal interest will be levied on the material value, for the period starting from date of issue of material.
- 3.1.5 For the purpose of material accounting after completion of a particular WO, BHEL/OS department will issue a preliminary material accounting statement thro' E-mail, the next day of completion.
- The Sub-contractor shall respond within 7 days of receipt of Preliminary MAS, Either by Accepting the Pre-MAS OR submit their own Sub-contractor/Firm-MAS (In the case if the Pre-MAS is not in line with the requirement).
  - Any discrepancy as indicated in Pre-MAS will have to be reconciled with the Material Accounting section with necessary proof of documents within a week from the date of issue of Pre-MAS. If reconciliation is not done within a week, it will be treated that Pre-MAS is correct in all respects
  - If the Pre-MAS is accepted by the Sub-contractor, BHEL will prepare, within 7 days, the Final-MAS.
  - For Deleted /Diverted Job Work orders, Final material accounting should be settled within 14 days time, after deletion/diversion. Otherwise, BHEL will prepare suo-motto Final-MAS on completion 14 days of IOM date. For exceptional cases with reasons attributable to BHEL, a further relaxation of 1 week will be given on the certification of respective field officers.

- The response if any received from the Sub-contractor will be studied and considered and Final MAS will be prepared. In case if no response is received, the provisional MAS will be treated as 'Final' MAS and accordingly, Final material accounting statement (FMAS) will be issued. BHEL will prepare the FINAL MAS within 30 days of DC control.
- 3.1.6 Recovery towards non return of balance material as per FMAS will be done as per Contract norms along with statutory taxes, duties & Levies as applicable from any one of the running bills. Hence, any correction after the issue of Final-MAS will not be entertained. After the issue of Final-MAS, the WO will be treated as closed in all respects thereby any requests towards refund of recovery if any will not be entertained.
- 3.1.7 Please note that the Sub-contractor is responsible for prompt material accounting and settlement of outstanding dues towards non-return of balance material. Delay in settling the material accounting / outstanding dues will entail BHEL the right to terminate the Contract forthwith or to impose temporary suspension on further loading at the discretion of BHEL /RANIPET. Also, in case of non return of material or non submission of material accountal statement, BHEL reserves the right to en-cash the Bank Guarantee / Fixed Deposit Receipt submitted by the Sub-contractor and initiate legal action against the Sub-contractor.
- 3.1.8 Where an entity (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/ director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.)\_ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:
- (a) both entities are legally distinct/ separate entities, or
  - (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity.
- 3.1.9 The material issued to the Sub-contractor as free issue shall remain the property of BHEL/RANIPET. The Sub-contractor shall use the above material only for the execution of BHEL's Contract / addenda and for no other purpose whatsoever. The Sub-contractor shall be responsible for the full value thereof to be assessed by BHEL/ RANIPET whose decision shall be binding on the Sub-contractor. The Sub-contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Sub-contractor, while such property is in the possession or under the control of the Sub-contractor, their employees, workmen or agents or any other person connected with the Sub-contractor. The Sub-contractor should execute an agreement in **Rs. 100/-** non-judicial stamp paper and maintain the secrecy of the design, know how of BHEL products.
- 3.1.10 All the materials of BHEL RANIPET shall under no circumstance be hypothecated/ leased/ encumbered to any Bank or any Lending Institution or to any party whomsoever. It should not also be shown as the Sub-contractor's assets in any of the statements of the Sub-contractor to any party. The Sub-contractor shall, whenever required, produce the materials supplied as free issue by BHEL/RANIPET or BHEL Vendors, to BHEL officials visiting the Sub-contractor's unit for verification purposes. If the Sub-contractor fails to produce or properly account the material so issued, BHEL/RANIPET will have the right to take further action as deemed fit including recovery of the value of materials along with the respective administrative charges and statutory levies from the

running bills of the Sub-contractor (with BHEL/Ranipet and with other Units of BHEL) and also any or all of the actions such as, Suspension of business dealing (as in Annexure-O) temporary suspension of loading, termination of Contract, holding the payment due etc., Similarly for the claim made by any units of BHEL (on account of such vendor) to the BHEL-Ranipet, the Bank Guarantee submitted to BHEL/Ranipet will be encashed.

- 3.1.11 As and when required/applicable, BHEL /RANIPET will transfer (or advice for returning u/RSV) the material available for which JWO/Issue Position(IP) is not closed, from one Sub-contractor to the other Sub-contractor/other IP of the same Sub-contractor. For this, necessary credit will be given during material accounting. The material transfer emanating from Outsourcing Department, BHEL, RANIPET, is to be honored by the Sub-contractor **immediately** or otherwise recovery will be made at the prime material cost. Any difficulty for effecting such transfer shall be brought to the knowledge of OS/BHEL/RANIPET immediately.
- 3.1.12 The Sub-contractor is responsible for submission of CLEAR material accounting statement (MAS) ie. ensure that all transactions are completed (including IAWTV/RSV etc) with in 7days from the date of completion of work order & failing, without prejudice to other rights under Sub-contractor, law or otherwise, which MAS will be closed suomotto and recovery for the material will be effected after adjusting of balance payment due to the Sub-contractor from any of the running bills. Delay in settling the material accounting will entail BHEL the right to terminate the contract forthwith or to impose a temporary suspension on further loading at the discretion of BHEL/RANIPET.
- 3.1.13 Materials will be delivered / collected by BHEL/BHEL vendor either in Lorries / trailers / trucks and can be overseen by Sub-contractor's representative. Shortage or variation in quantity, size and weight shall not be accepted. Materials will be issued BY BHEL/RANIPET only after the receipt of necessary Bank Guarantee as per **C.L.12.0**.
- 3.1.14 The Sub-contractor shall be bound by the accounts, statements acknowledgement of materials, receipts etc., wherever signed by their representatives.

#### **4. PAINTING:**

4.1 All painting works if any shall be part of vendor's responsibility, including cost of paints.

4.2 Application The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total dry film thickness (DFT) shall be minimum 87microns.

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

#### **6. TECHNICAL REQUIREMENTS :**

6.1. The galvanizing shall strictly conform to the specifications/standards indicated in the drawings/QWI. Care must be taken to adhere strictly to the NOTES given in the drawings. It should be ensured that deviations, if any, are recorded properly in the D.R. books and the same shall be made available to BHEL officials or to their authorized agencies.

6.2. Any other work carried out outside the requirements of drawings /QWIs shall have the prior approval of the competent authority of Outsourcing Department, BHEL/RANIPET.

6.3. Adequate facilities like equipments required for cleaning, Heating, handling facilities and measuring / testing instruments as called for must be available duly calibrated and kept with the Sub-contractor for the purpose of Galvanizing. All the above basic facilities/equipments must be under working condition and the same be made available for verification by the BHEL officials or their authorized agents whenever they are called for.

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

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

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

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

## 7. INSPECTION:

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

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

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

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

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

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

## 8. PAYMENTS:

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

- 8.2 100% payment shall be made against invoices supported by (a) inspection report (IR) in duplicate, issued by the BHEL inspector or any other BHEL authorized agency, (b) Inter AD works transfer Voucher (IADWTV) duly signed by your authorized person and the vendor taken delivery of galvanized items along with Delivery Challans (DC) OR acknowledged by BHEL/Stores in case of delivery taken by BHEL and (c) Material Accounting Statement(MAS).
- 8.3 Payment will normally be made in about 45 days after receipt of valid invoices raised in accordance with CL. 10.2 & supported by full set of necessary documents at Finance.
- 8.4 The payment shall be subject to the deduction of any amount for which the fabricator is liable or indirectly under this contract or any other contract of the fabricator or any other fabricator's contract where the proprietor / any of the partners / directors of the present fabricator is / are proprietor/director/s/partner/s, in respect of which BHEL / Ranipet is a contractee.
- 8.5 **No Interest:** No interest shall be payable by BHEL on Earnest Money Deposit (EMD) or Security Deposit(SD), if applicable, or any money due to the sub-contractor by BHEL.

**9. PROGRESS REPORT :**

- 9.1 The Sub-contractor shall from time to time tender such reports and also discuss with our officials concerning the progress of the work and commitment as may be required by BHEL RANIPET. The submission, receipt, and acceptance of such reports shall not prejudice the rights of BHEL RANIPET, under the Contract shall operate as an estoppel against BHEL RANIPET merely by reason of the fact that they have not taken notice of/or objected to any information contained in such reports. Action as deemed fit will be taken if the progress of the work is not satisfactory.
- 9.2 The Sub-contractor shall furnish a monthly inventory report at the end of every month regarding the availability of free issue materials at their end as required by Outsourcing Department, BHEL RANIPET. If the Sub-contractor fails to produce properly account the materials so issued, BHEL, Ranipet have the right to take further action as deemed fit including recovery of the value of the materials along with the respective administrative charges and statutory levies from the running bills of the Sub-contractor/suspension of load/termination of contract/de-listing.
- 9.3 Any act of Sub-contractor resulting in dishonest misappropriation or conversion of the materials so issued for his own use shall constitute the offence of Criminal Breach of Trust under Indian Penal Code and /or such other offences under any other provisions of law and the Contractee shall have every right to proceed against the Sub-contractor under Criminal Law in order to ensure proper punishment to such perpetrator/s for the said offence/s. In such cases, BHEL shall take all necessary steps to recover the material available with those firms.

**10. BANK GUARANTEE :**

- 10.1 Vendor shall provide Bank Guarantee as stipulated as in clause 12.7.
- 10.2 Bank Guarantee to the specified value for the safe custody of the materials issued by BHEL, Ranipet as free issue and for the satisfactory performance of the Contracts is to be executed from any one of the banks in the List of Consortium of Banks or Nationalized banks on behalf of the Sub-contractor. Bank Guarantee furnished from any other Nationalized or schedule banks other than listed banks can be accepted only with the prior approval of BHEL (OS Department). Also, the above bank guarantee shall be executed on a non-judicial stamp paper of value Rs.100/-or as applicable and shall be kept valid throughout the contract period PLUS 3 Months as the claim period and shall be submitted directly by bankers to BHEL as per our standard bank guarantee format attached in SECTION -X.
- 10.3 The bank guarantee should cover the recoveries to be made by BHEL towards material / faulty workmanship etc and also for which proper material accounting is not made within the stipulated time and shall cover all Contracts past, present and future placed by the BHEL/RANIPET. If the recovery amount is more than the pending bills, the difference amount to be settled immediately submitting Demand Draft in favour of BHEL/ Ranipet. In place of

Bank guarantee, Fixed Deposit Receipt (FDR) drawn in favour of BHEL/Ranipet can also be furnished.

- 10.4 Necessary Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) should be furnished and must be renewed in time.
- 10.5 The release of Contract by BHEL shall be on the strength of the BG/FDR for the safe custody of raw materials issued by BHEL, Ranipet as free issue. BHEL reserves the right to increase the value of the BG/FD depending upon the material availability with the fabricators from time to time.
- 10.6 GUARANTEE for the finished goods: The fabricator shall warrant that the galvanizing done comply fully with the standards, drawings and other technical conditions. If the same is found defective owing to faulty workmanship/ incomplete work within a period of eighteen months from the date of delivery, the fabricator shall make good of it/replace the same free of cost. Alternatively, the rework / replacement charges will be recovered. The base BG shall be returned by BHEL after 90 days from the date of final bill submission or RC validity period whichever is later.

## **11 BANK GUARANTEE NORMS :**

- 11.1 **Minimum base BG value of Rs.3 Lakhs** should be provided by the vendors at the time of signing the contract. This BG should be kept valid for **90 days after Rate Contract validity or 90 days after last bill submission date whichever is later.**
  - 11.1.1 Prior to placement of Job Work Order, if available BG is short of the required BG value, the same will be intimated to the vendor.
  - 11.1.2 The vendor shall arrange for the required BG within 15 days from the date of receiving such intimation from BHEL.
  - 11.1.3 If the vendor does not submit the required BG within 15 days, then the Job Work order / loading quantity may be reduced / diverted to other firms.
  - 11.1.4 After completion of Job Work order, the vendors can request for return of BG and the same shall be considered by BHEL.

## **12. LIQUIDATED DAMAGES :**

- 12.1 Delayed execution beyond the delivery date stipulated in the addendum, will attract liquidated damages at the rate of half a percent of the value (Galvanizing cost) of the items delayed for each week or part thereof subject to a maximum of 10% value of the particular work order in the addendum to the contract without prejudice to any other relief or compensation to the BHEL/RANIPET under any other conditions of the contract.
- 12.2 Reasons like power cut, Labour Issue, Machine Break-down etc., which are controllable by the vendors shall not be accepted as reasons for delay for delivery extension purposes.
- 12.3 Where delivery extension is sought with waiver of penalty, the same should be applied with justification before **delivery to BHEL Stores/Shipping.**
- 12.4 **ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP** :If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Sub-contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re execute the work at the risk and expense of the Sub-contractor.

- 12.5 BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the works which do not conform to the specification, to direct the application of forces to any portion of the work as, in their judgment is required, and order the force increase or decrease and to decide on the issues which arise in the execution of the work.
- 12.6 BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Sub-contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.

### 13. SUBLETTING :

The Sub-contractor shall not sublet or assign this contract or any part thereof without the written permission of BHEL/RANIPET .

- 13.1 Subletting or assigning this contract or any part thereof without such permission, the BHEL/RANIPET shall be entitled to cancel the contract and to execute the work elsewhere at the risk and cost of the Sub-contractor and the Sub-contractor shall liable for any loss or damage which BHEL/RANIPET may sustain in consequence of or arising out of such fabrication elsewhere and also cancellation of registration/temporary suspension of further loading.

### 14. TAXES AND DUTIES:

- 14.1 As per Central Excise notification No.214/86, job works do not attract Excise duty. Hence the question of payment of any excise duty does not arise.
- 14.2 Taxes, other than excise duty, if any applicable from time to time will be extra.
- 14.3 Service tax: Suppliers shall submit Service tax registration number. Wherever service tax is applicable and payable, the same shall be indicated clearly in the offer. Then 70% of value is payable as VAT. Out of balance 30% value , Service tax for 50% is payable by supplier and balance 50% will be paid by BHEL(being service provider). Reverse Charges of service tax is not applicable for "Limited Companies"
- 14.4 In respect of fabrication contracts, as the Sub-contractor is fabricating the material issued by BHEL and the fabricated component is painted by the subcontractor, works contract TDS will be recovered on the value of the works contract @ 5% or as applicable under TN VAT act. Fabricator has to provide TIN number to enable BHEL to deduct and remit the applicable Works contract TDS. BHEL will issue form "T"( Works contract TDS certificate) periodically. Alternatively Sub-contractor can submit Form "S" received from assessing officer, Commercial Taxes, of the respective circle for non-deduction of Works contract TDS by BHEL.
- 14.5 Taxes applicable if any will be reimbursed at actual on submission of necessary tax invoice mentioning the TIN/ registration number and proof of payment to the statutory authorities
- 14.6 BHEL will recover applicable Excise Duty and VAT along with cost of prime material, off cut, scrap including T & B(as per clause 3.2.3)at the time of finalizing MAS wherever the property in the goods passed on to the Sub-contractor. An Invoice will be issued under relevant rules of Excise and VAT.
- 14.7 BHEL will reimburse applicable VAT @ 5%/14.50% (or as applicable under TNVAT Act) for painting schedule against ORIGINAL TAX INVOICE as per TN VAT Rules and a Certificate of Payment as given below:-

"We certify that TN VAT of Rs. \_ \_ \_ \_ \_ charged in our Invoice No \_\_\_\_\_ dt \_\_\_\_\_ has been paid to the Credit of Commercial Tax Officer \_\_\_\_\_ Circle , Govt. of Tamilnadu on \_\_\_\_\_:-"

- 14.8 Fabrication of components of ESP, APH, Fans, Gates and Dampers etc. amount to manufacturing activity and hence service tax is not applicable under Negative list (Section 66D (f)). If Fabrication along with Sand Blasting and Painting are carried out by a single fabricator, it will amount to manufacturing activity and no service tax is applicable under Negative list (Section 66D (f)).

- 14.9 Where the process carried out by the Sub-contractor does not amount to manufacture as per Central Excise Act, 1944, service tax is applicable as given below:-
- 14.9.1 In respect of the processes where there is no transfer of Property in goods for eg: Sand Blasting, Heat treatment, nitriding etc. carried out separately by a Sub-contractor, the entire service tax has to be paid by Sub-contractor.
- 14.9.2 In respect of the processes where there is transfer of Property in goods for eg. Painting, galvanizing, chrome plating, etc. carried out separately by a sub-contractor, it is treated as Works contract service and Sub-contractor is charging VAT on 70% of contract price, service tax is applicable for the balance portion of 30% of contract price which is to be paid by fabricator @ 50% and balance 50% will be paid by BHEL as receiver of service, if the subcontractor is individual, HUF, Partnership Firm, Association of persons. In case of Limited Companies ( Public or Private) 100% service tax is to be paid by sub-contractor.
- 14.9.3 Provided where the Paint is issued by BHEL 100% of service tax is to be paid by Fabricator on painting charges.
- 14.9.4 In respect of projects where excise duty paid by BHEL, Sub-contractor is exempt from payment of service tax for these projects under Notification 25/2012 ST dt 20.6.2012 sl No 30 ( c)
- 14.9.5 In case of Small service providers where the annual total service value is up to Rs 10 lacs, service tax is exempt under Notification 33/2012 ST dt 20.06.2012 as amended from time to time.
- 14.9.6 Wherever service tax is claimed by Sub- Contractor as above BHEL shall reimburse the applicable service tax @ 12.36% presently (including 3% cess) against submission of the following documents:-
- i. Service Tax Registration Certificate (Self attested copy)
  - ii. Original Service Tax Invoice (as per Service Tax Rules)
  - iii. Certificate for payment of Service Tax
  - iv. Service Tax challan (Self attested Copy)
- 14.9.7 Income Tax deduction and surcharge on IT at source at such percentage as prescribed in the Income Tax Act from time to time will be made on the value of the invoices in the absence of Income Tax Exemption Certificate from the concerned Income Tax Officer received and submitted by the Sub-contractor. Sub-contractor has to submit photocopy of PAN Card along with original for verification.

## 15. EXCISE DUTY :

- (A) SUB-CONTRACTORS WHO USE BHEL MATERIAL FREE OF COST AND FINISHED COMPONENTS RETURNED TO BHEL STORES OR DESPATCHED DIRECTLY TO CUSTOMER SITE:
- (i) Sub-contractors are exempted from payment of excise duty as they are job workers under Government of India Notification No.214/86 CE dt.25.3.86 as amended from time to time for the purpose of free issue of raw materials/semi finished goods to them for carrying out necessary operation and return the finished components without payment of duty to the BHEL RANIPET's factory for further processing. They are bound to comply with the requirements of the said notification. This is subject to subsequent statutory modifications and amendments in force from time to time. Sub-contractors shall comply with the requirements of the said Notification. This is subject to subsequent statutory modifications and amendments in force from time to time. Besides, Taxes, duties, levies and any other govt. special levies as applicable from time to time, through notifications/amendments to original notification/orders, during the tenure of the rate contract, shall be extra as applicable against valid documentary evidence. Any increase or decrease in this regard will be effected accordingly against valid documentary evidence.
- (ii) The required raw materials will be issued under the cover of Cenvat Credit Rule (CCR) 4 (5)(a) and / or Notification 214/86 Challans. The Sub-contractor receiving the materials under CCR 4 (5)(a) and / or Notification 214/86 Excise Challan have to complete the work order and return the

finished components and scrap within 3 months from the date of first issue of materials unless otherwise extended by BHEL and all materials shall be fully accounted for in FMAS. For this purpose Duplicate (Green) copy of all the Excise Challan shall be returned back to BHEL after duly signing in PART II with seal with FMAS and DC copy. If the materials are not returned/ fully accounted for within three months or such extended period as may be allowed by BHEL, any Loss of CENVAT credit to BHEL will be recovered from the Sub-contractor's bills.

In case of failure of non submission of challan due to reasons not attributable to Sub-contractor, (like non matching of materials, hold informed by BHEL, delay due to cycle time etc., ) is to be intimated to BHEL every month by the Sub-contractor.

(iii) In case of direct dispatch to customer site after approval by Asst Commissioner of Central Excise, necessary Excise formalities have to be complied with by Sub-contractor. Necessary records as per Central Excise rules have to be maintained by the Sub-contractor.

(iv) FMAS is to be prepared immediately on dispatch in all cases based on which applicable Duty/VAT on scrap/off cut will be recovered from Sub-contractor and paid to Dept.

(B) SUB-CONTRACTORS WHO USE BHEL MATERIALS FREE OF COST FOR DEFENCE PROJECTS & DESALINATION PROJECTS(EXEMPTED FROM EXCISE DUTY IN THE HANDS OF BHEL) AND FINISHED COMPONENTS RETURNED TO BHEL STORES .

(i) Central Excise duty will be extra as applicable under notification 8/2003 CE dt 1/3/2003 (without Cenvat Credit) as amended from time to time , as given below, as per of the option of BHEL against proof of duty paid as per EXCISE INVOICE.

Without Cenvat Credit

(Notification 8/2003)

First Rs.150 lakhs	Nil
Balance	10.3% or as applicable/Prevailing

(ii) Raw materials or Components will be issued free of cost from BHEL under the cover of EXCISE INVOICE.

(iii) The Sub-contractors shall observe all the Excise formalities as per the Excise Act and Rules framed there under from time to time as applicable to them.

(iv) All clearances of finished components shall be made under the cover of EXCISE INVOICE with Nil Duty under Notification 8/2003 or on payment of duty under Notification 9/2003 as above .

(v) The "Duplicate for Transporter" copy of Excise Invoice shall be handed over to BHEL Stores along with the finished components. The "Original for Buyer" copy shall be submitted along with bills.

(C) SUB-CONTRACTORS WHO USE BHEL MATERIAL FREE OF COST FOR WEG AND FINISHED COMPONENTS RETURNED TO BHEL STORES :

(i) Manufacturing of Wind mills/Parts of Wind mills and any specifically designed device which run on Wind mills are exempted from payment of EXCISE duty under Notification 12/2012 CE Dt. 17-03-2012 Sl.No. 332 as amended.

(ii) Thus Manufacture of wind mill and parts there of by Sub-contractors would be covered under Notification 12/2012 CE Dt. 17-03-2012 Sl.No. 332 as amended from time to time.

(iii) All clearances of wind mill and parts there of from the Sub-contractors would refer the Notification reference given above and no Excise duty is payable on such removal .Hence BHEL will not

reimburse any amount of ED paid at any point of time by the Sub-contractor for the manufacture of wind mill parts.

- (iv) Wind mill parts would be cleared under NIL DUTY EXCISE INVOICE falling under Excise Tariff 84.12.90
- (v) Raw material or components will be issued free of cost from BHEL under the cover of EXCISE INVOICE.
- (vi) Prime material and the scrap generated out of Raw materials and components supplied by BHEL are to be returned to BHEL .Otherwise cost and tax thereon will be recovered.
- (vii) A certificate as follows should also be produced along with the invoice :

“We certify that the excise duty charged in our invoice has been paid to the credit of Government of India Central Excise Department and the goods have been cleared vide Excise Invoice No:-----  
---- dt. ----- vide PLA/CC A/c. Sl.No.....dt..... We agree to refund the excise duty amount collected from you if the above items are exempted from levy of excise duty at a later date.”

- (viii) The “Duplicate for Transporter” copy of Excise Invoice shall be handed over to BHEL Stores along with the finished components. The “Original for Buyer” copy shall be submitted along with bills.

15.1 BHEL/RANIPET will not be responsible for payment of any taxes and duties wrongly paid on account of ignorance of law or otherwise and also duty paid at a later date based on litigation.

#### **16. GENERAL :**

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

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

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

**17. BHEL reserves the right to :**

- (a) Negotiate with the Sub contractor who has submitted the Lowest offer for "Payment Rate Schedules"
- (b) Distribute the requirements on more than one subcontractor at the Lowest acceptable rate.

**18. Sub-contractors are requested to indicate their one email-Id as "Primary e-Mail-ID", which will only be used for all correspondences (like for MAS and Payment etc..)**

**19. Arbitration and Jurisdiction:**

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

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

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

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

Kindly acknowledge the receipt.

Thanking you,

Yours truly,

For and on behalf of

**BHARAT HEAVY ELECTRICALS LIMITED,**

**SR. MANAGER/OS**

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OS-ARC-GAL-2014-15 BHEL:BAP:Ranipet Outsourcing Department				SECTION VI			
METHODOLOGY FOR ARRIVING THE RANKING OF RATES							
<p>Note:</p> <p>1. The evaluation criteria is common for all the three rate descriptions given below. You are requested to quote for all the three description compulsorily.</p> <p>2. The rates quoted shall be evaluated on the basis of "total cost to BHEL". Though the rates offered by galvanizing vendors are on "Ex-works" basis, while working for "total cost to BHEL", BHEL will also add the transport cost incurred to BHEL as per the below details.</p> <p>a) Rs.475/- per MT will be added for the Vendors located with in 60Kms from BHEL,Ranipet</p> <p>b) Rs.1192/-per MT will be added for the Vendors located above 60 Kms and upto 160 Kms</p> <p>c) Rs.2000/-per MT will be added for the Vendors located above160Kms and upto 300 Kms.</p> <p><b>(The above rates are only tentative and exact rate will be intimated at the time of price bid opening)</b></p> <p>3. Only the L1 ranked vendors will be called for Negotiation.</p> <p>4. The Highest H1 vendor will be eliminated from the tender.</p> <p>5. The loacation of vendor is the radial distance from BHEL/Ranipet to Vendor works where the Galvanizing is done.</p>							
sl	Description:	Coating thickness in Grams Per Sq. Mtr (gsm)	Qty Unit	Rate in Rs. / MT	location of vendor	TPT cost to BHEL	Arrived rate in Rs./MT
1	Galvanising conforming to IS 2629 (latest version) Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	600 or 610	1925 MT	A		B	A+B
2	Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	750	300 MT	A		B	A+B
3	Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	900	100 MT	A		B	A+B

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## SECTION-VII - METHODOLOGY for PVC WORKING

1. The Rate Descriptions for GALVANIZING ARC 2014-15 are listed hereunder.

Sl	Description: GALVANIZING confirming to IS 2629(latest version) of	Coating thickness in Grams per Square meter	Quantity for ARC 2014-15 In Metric Tons	Remarks
1	Hand rail posts, tubes, bends,ladders etc. to	600 or 610	1925	
2	Hand rail posts, tubes, bends,ladders etc. to	750	300	
3	Hand rail posts, tubes, bends,ladders etc. to	900	100	

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

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

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

2.2.1  $R_1 = R_0 + (0.09(Z_1 - Z_0))$  for 600/610/750 grams/sqm

2.2.2  $R_1 = R_0 + (0.1(Z_1 - Z_0))$  for 900 grams/sqm

Where,

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

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

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

Z<sub>0</sub> = Ruling price of Zinc per MT as on 30-10-2014(Rs.1,74,400/- per MT)

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

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

2.5 The base date for HG-Zinc prices is on 30-10-2014, and the ruling price of Zinc (Z<sub>0</sub> of above formula) at HZL, Hyderabad is Rs.1,74,400/- per MT of Grade 'HG'.

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

2.7 For the purpose of Zinc price variation, the zinc price circular dated 1<sup>st</sup> of the month from Hindustan Zinc limited for Hyderabad will be considered for Galvanizing jobs completed during 16<sup>th</sup> to 30<sup>th</sup> of that month and Zinc price circular dated.16<sup>th</sup> of a month will be considered for Galvanizing jobs completed during 1<sup>st</sup> to 15<sup>th</sup> of the next month/subsequent month. In case of the rate are not published on 1<sup>st</sup> and 16<sup>th</sup> of any month, the rate available immediately prior to the said dates will be considered.

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

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

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## Section - IX (Price Bid format)

<b>BHEL Enq.No</b>	654003E	<b>Offer Ref :</b>		
<b>Enq.Dated</b>	31-Oct-14	<b>Offer Date:</b>		
<b>Due Date</b>	24-Nov-14	<b>Offer Validity</b>	SIX MONTHS	
A1	Name & address (Head office)			
A2	Factory's address			
A3	Contact person's Names, Designation, Phone No(office & Resi'), Cell No, Email ID			
sl	<b>Description:</b> Galvanising conforming to IS 2629 (latest version)	Coating thickness in Grams Per Sq. Mtr (gsm)	Qty Unit	Rate in Rs. Per M.T
1	Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	600 or 610	1925 MT	Rs...../-
				(in Words) Rupees.....
2	Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	750	300 MT	Rs...../-
				(in Words) Rupees.....
3	Handrail posts, tubes,bends, ladders etc., as per BHEL requirements	900	100 MT	Rs...../-
				(in Words) Rupees.....
B1	We confirm that the taxes and duties , other terms as indicated in techno-commercial bid (vide: Section VIII) are applicabe and valid.			
B2	The Terms and Conditions of the above mentioned Enquiry (including Annexures ) is read, understood and is acceptable.			
(Stamped) Signature with date of authorised signatory				
Name & Designation of Authorised Signotory				
Note: 01. Forward this Offer sheet with your printed Letter Head				

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## SECTION X - BANK GUARANTEE FORMAT

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

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

FIRM CODE : .....

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

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

Sign & Seal of issuing Bank

..... 2

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

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

Sign & Seal of issuing Bank

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

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

Sign & Seal of issuing Bank

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

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

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

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

Seal of the Bank

Signature of the Bank Manager

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**BHEL:BAP:RANIPET :: ENQUIRY: 654003E :: Annexure B - EVALUATION SHEET**

<b>BHEL:BAP:RANIPET :: ENQUIRY: 654003E :: Annexure B - EVALUATION SHEET</b>			
OUTSOURCING DEPARTMENT			
Doc ref No: GAL1			
<b>EVALUATION SHEET FOR : GALVANISING</b>			
<b>Brief Description: Galvanising of Hand rail posts, tubes, bends, ladders etc.,</b>			
<p>Complete hot dip galvanising of hand rail tubes, bends, ladders etc., (Ref:IS 2629 -latest revision), to a) 600/610 gms/sqm, b) 750gms/sqm, c) 900gms/sqm depending upon the requirement/quality plans given at the time of ordering. Materials for Galvanizing will be delivered to your works by BHEL/BHEL vendors and collect back the same after galvanizing . Hence, transport charges are NOT APPLICABLE/PAYABLE for Galvanizing vendors. Inspection will be done by BHEL/BHEL approved agency at all stages of galvanizing and prior to dispatch.</p>			
No Specific RS No. is applicable and only descriptive.			
<b>All facilities mentioned in below given Part'A' &amp; 'B' should be available in a single registered</b>			
PART-A (Mandatory)			
Sl No	Parameter for evaluation	Minimum requirement	Facility with firm (to be filled by firm)
1	Must be currently doing and have min.2 years experience in doing Hot dip galvanizing of Componenets such as hand rail tubes, posts, bends, ladders etc., used by power equipment manufacturer/ reputed PSU.	PO copies/Delivery certificates/Inspection reports etc.,	
2	Qualified Technical person to ensure quality / production	2 (1 for Prodn and 1 for Quality)	
3	Land area . (If lease land 3 yrs with registered deed)	0.5 acre in single location	
	Secured Fencing/Compound wall	All around	
4	Covered Shed	Min.60 ft x40 ft (2400 Sq.ft)	
5	Power (MIN)	30 Hp min (3 phase)	
6	Facilities for preparing pure zinc bath	Min 1 (Specify your facility)	
7	Material handling facility (Own or hired)	10 MT (Min)	
8	Separate Bath tanks for a) Degreasing/Caustic cleaning b) rinsing c) flux solution b) Zinc bath for Hot dip galvanizing	Separate tanks for each minimum size LxBxH 6.5 mtr x 1.25 mtr x 1.0 mtr	
9	Surface preparation facility	Document evidence	
10	Laboratoty facility for Checking chemicals/zinc quality and Visual boards to disply the status on daily basis.	In house or outsourced(if out sourced, pl provide authentication record)	
11	Safety proceedures in line with standards {ref: IS 4759-1996 and IS 4736(1986)}	Document evidence	
12	Quality of Zinc conforming to at least grade Zn 98.50 as specified in IS:13229-1991 shall be used for galvanizing process.	Document evidence	
18	Measuring Instruments (all calibrated)		
18a	Electronic coating thickness gauge	1 No (Min)	

18b	Testing facility for testing coating weight	1 facility	
19	PCB clearance certificate	Must	
20	Effluent treatment plant	Must	
21	Service tax & Sales tax certificate	Must	
22	Office room with PC, internet facility and printer	Must	
23	IT Pan Card	Must	
24	TIN No	Must	
<b>Part-B ( Optional )</b>			
1	Standby Generator		
	Capacity (HP)		
	Owned or On rent		
2	ISO/other Certification if any		
3	Certification for OHSAS & EMS, if any		
<b>Note:</b>			
a)	Recommended practice of Hot Dip Galvanizing for Iron & Steel as per IS:2629 and Continuous galvanizing process consists of cleaning of base steel surface by first oxidising and subsequently reducing the surface oxides under controlled atmosphere or by any other inline cleaning method. Please specify your process for continuous feeding of		
b)	Passivating treatment by suitable agent like chromic acid needs to be followed.		
c)	After galvanizing, when the sheet emerges from the zinc bath, the excess molten zinc on them is wiped off by air or gas jets. There is no fluxing in this process.		
d)	Zinc purity certificate for all cycle needs to be generated and shown to our inspection on demand.		
e)	Type Test / Acceptance Test such as Visual Inspection, Adhesion of Coating, Uniformity of coating and Mass of Zinc coating will be made for all products.		
f)	IS: 2633 - 1986 Methods of testing uniformity of coating on zinc coated articles will be referred.		
g)	Mass of Zinc Coating - Minimum average mass of zinc coating for fabricated items shall be ensured as per		
h)	The damaged surface after cleaning shall be painted with two or more coats of zinc rich primer followed with finish coat of zinc rich paint as per painting schedule recommended by manufacturers. However the total DFT shall be mini.		
Vendor name & Address with Ph. No:			
Name of authorised person :			
Name of BHEL assessors with Desgn:			
1)			
2)			
<b>RECOMMENDED/ NOT RECOMMENDED</b>			
Signature of Assessos:		Signature of Vendor	

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**GALVANIZING RATE CONTRACT 2014 – BHEL-RANIPET OUTSOURCING**

**ANNEXURE – C**

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

REF:.....

DT:.....

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

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

to participate in the Tender opening of BHEL-Ranipet for the Galvanizing Rate Contract 2014-15. The representative's specimen signature is appended below & attested.

(Signature of the representative)

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

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

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**GALVANIZING RATE CONTRACT 2014 – BHEL-RANIPET OUTSOURCING**

Page 1 of 1


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

The following information is required for communication for Tender finalization

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

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## ANNEXURE-E

	<b>ANNEXURE-E GUIDELINES TO INDIAN SUPPLIERS FOR FILLING-UP SUPPLIER REGISTRATION FORM FOR OUTSOURCING- VENDOR(WITH BHEL MATERIALS)</b>	<b>BHEL Ranipet-OUTSOURCING</b>	
		Document No.	RPT::OS:SR:01
		Revision No.	01
		Page No.	I of II

1. Prospective Suppliers may also visit our web site [www.bhel.com](http://www.bhel.com) (link Supplier Registration -> New Supplier Required) to know more about the requirement of new suppliers for various items in our units.
2. Registration Form may be obtained from BHEL website indicated in the tender document
3. Application for registration, with a covering letter detailing where your products can find application (if possible) in BHEL unit(s), should be sent to:  
  
the address mentioned in the Tender document along with the Technical-Bid

4. In case registration is being sought in multiple units of BHEL, please send the separate application to each unit.
5. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit.


6. The Supplier Registration Form has four parts:

Part A	Organisational Information	Form no. SRF(T)01 – page 1 to 8
Part B	Quality System	Form no. SRF(T)01 - page 9 to 10
Part C	Technical Competence	Form no. SRF(T)01 page 11 (if sent by BHEL)
Part D	Score Sheet (to be filled by BHEL)	Form no. SRF(T)01 page 11 to 15

The set of formats to be filled by different category of suppliers is as follows:

Sl.No	Supplier Category	Formats
1.	Indian Suppliers ( manufacturers )	- Organisational Information - Quality System - Technical Competence

7. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention "Not Applicable". The form is to be signed by the authorised signatory.
8. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
9. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and all enclosures are numbered & list of enclosures is given as required.
10. As multiple copies of the application forms are required for processing at our end, please do not spiral bound the application forms or its enclosures and instead send them in two hole clip flat file.
11. Incomplete forms will be rejected.
12. Any information / clarification required by BHEL during evaluation must be given expeditiously.
13. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated in line with Chapter VI.
14. Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
15. If you are attaching a document in a language other than Hindi/ English, a self attested Hindi/ English translated document may please be also attached.

	<b>ANNEXURE-E</b> <b>Check List for Indian Supplier</b> <b>Registration Form</b> <b>OUTSOURCING- VENDOR(WITH</b> <b>BHEL MATERIALS)</b> <b>SUPPLIER REGISTRATION FORM</b>	BHEL-Ranipet- OUTSOURCING	
		Document No.	RPT- OS:SR:01
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Sl.No.	Check-Point	Yes/No
1.	Information against all points under "Organizational Information" (Part-A) has been given.	
2.	All enclosures, applicable checklist and supporting documents have been enclosed.	
3.	Summary list of enclosures has been furnished as per S.N.10 of Organisational Information from no. SRF (I) 01 & S.N 12 of Quality system form no. SRF (I) 01.	
4.	Are you an ISO 9001 accredited supplier?	
5.	If yes, have you enclosed "Table of Contents" of your Quality Manual and copy of ISO 9001 accreditation certificate?	
6.	Have you filled up Quality System format given in Part B?	
7.	Technical requirements, specifications, drawings, standards have been received from BHEL before filling up Technical Competence, Part C.	
8.	All the parts of the form & enclosures have been signed by Authorised Signatory.	
9.	Have you attached EFT details? (In original, Certified by the bank)	
10.	If you are seeking registration for a MSME company (as per MSME Act of Government of India), have you attached requisite certificate as per Act?	

Date :

Signature & seal

(Authorised Signatory)

Note: This check list is to be attached with the filled up Supplier Registration Form.

## BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

**FORM NO. SRF(I) 01 (INDIAN SUPPLIER)**

**ANNEXURE-E**

**GENERAL INSTRUCTIONS:**

Page 1 of 15

- INFORMATION WITH \* MARKS IS SCOREABLE.
- ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR, WHEREVER IT IS NOT APPLICABLE, PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED. PLEASE ATTACH SEPARATE SHEET, IF SPACE AVAILABLE IS INADEQUATE.
- ALL THE PAGES OF THE FORM ARE TO BE SIGNED ALONG WITH SEAL BY THE AUTHORISED SIGNATORY
- THIS FORM CONTAINS PART A, B & C

### **PART- A: ORGANISATIONAL SOUNDNESS**

SL. NO.	RATE SCHEDULES DESCRIPTION	MFG. STD/ IS / DIN /BS
	<p>RATE SCHEDULES APPLICABLE FOR OS TENDER ARE GIVEN IN SECTION VI OF OPEN TENDER . FIRMS SHALL CHOOSE RESPECTIVE RATE SCHEDULES FOR WHICH THEY WANT REGISTRATION. THE FACILITY CHECKLIST APPLICABLE FOR EACH RATE SCHEDULE IS ALSO INDICATED IN SECTION VI. FIRMS SHALL FILLED THE RESPECTIVE FACILITY CHECKLIST AND SUBMIT THE SAME ALONG WITH THE FILLED VENDOR REGISTRATION FORM.</p>	<p>FOR EACH PRODCUTS TYPICAL DRAWINGS ARE AVAILABLE WHICH SHALL BE AVAILABLE ALONG WITH TENDER</p>

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE-E

Page 2 of 15

**ORGANISATIONAL INFORMATION**

**2.0 GENERAL INFORMATION : (Additional sheet to be attached in case more units)**

2.11 NAME AND ADDRESS OF HEAD OFFICE IF ANY

2.12 NAMES OF THE WORKS/DIVISION (Products manufactured at each works to be mentioned :

ADDRESS : E - Mail

: TELEPHONE : Landline

: Mobile

2.2 NAME OF CHIEF EXECUTIVE / PROPRIETOR / PARTNER & ADDRESS :

2.3 DETAILS OF AUTHORISED SIGNATORY FOR SEEKING CLARIFICATION :

NAME :

DESIGNATION : E - Mail

: TELEPHONE : Landline

Mobile

- Clarifications and correspondence shall be sent only to the authorized signatory

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

ANNEXURE-E  
Page 3 of 15

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

<b>ORGANISATIONAL INFORMATION</b>	
<b>3.0 OWNERSHIP INFORMATION :</b>	DOCUMENTS TO BE FURNISHED
3.1 GOVT. OF INDIA UNDERTAKING: OR STATE GOVT. UNDERTAKING :	
OR LIMITED COMPANY, :	MEMORANDUM AND ARTICLES OF ASSOCIATION
OR PRIVATE COMPANY :	MEMORANDUM AND ARTICLES OF ASSOCIATION
OR CO-OPERATIVE SOCIETY, :	SOCIETY RULES AND BYE LAWS
OR PARTNERSHIP FIRM, :	PARTNERSHIP DEED
OR PROPRIETORSHIP, :	PROFESSION TAX REGN. AND MUNICIPAL REGN.
ANY OTHER (SPECIFY) :	
3.2 NATURE OF BUSINESS :	
(MANUFACTURING UNIT/ ENGG CONSULTANT/ EPC CONTRACTOR)	
(AGENTS/ DISTRIBUTORS/STOCKISTS/DEALERS/ TRADERS/ INDIAN SUBSIDIARY/ CHANNEL PARTNER – attach authorization certificate of principal)	
3.3 YEAR OF ESTABLISHMENT :	
* 3.4 YEAR OF COMMENCEMENT OF BUSINESS :	
SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE-E  
Page 4 of 15

<b>ORGANISATIONAL INFORMATION</b>	
<b>4.0 REGISTRATION PARTICULARS</b>	
(FURNISH DETAILS AND ENCLOSE COPY OF CERTIFICATE FOR THE FOLLOWING)	
4.1 PERMANENT ACCOUNT NO	:
4.2 CENTRAL SALES TAX REGN NUMBER	:
4.3 STATE SALES TAX / TIN NUMBER	:
4.4 EXCISE DUTY REGN NUMBER	:
4.5 EXCISE CONTROL CODE NUMBER	:
4.6 SERVICE TAX REGN NUMBER	:
4.7 CATEGORY AS PER MSMED ACT	: MICRO/ SMALL/ MEDIUM
REGN NO.	:
VALID UPTO (Attach Certificate)	:
<b>5.0 TOTAL ORGANISATIONAL STRENGTH : (ATTACH ORGANISATION CHART)</b>	
	GRADUATE    DIPLOMA    SKILLED    NON-SKILLED
ENGINEERING	:
MANUFACTURING	:
QUALITY	:
QUANTITY(NDT)	:
COMMERCIAL / SERVICE AFTER SALES :	
OTHERS	:
TOTAL	:
CONNECTED LOAD TO EB : KVA	
* 5.1 STAND BY ARRANGEMENT FOR POWER : YES/ NO (GIVE DETAILS)	
SUPPLIER'S AUTHORISED SIGNATORY	BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE-E  
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**ORGANISATIONAL INFORMATION**

**6.0 OTHER PARTICULARS :**

( FURNISH DETAILS AND ENCLOSE DOCUMENTARY EVIDENCE/ COPY OF CERTIFICATE FOR THE FOLLOWING)

\* 6.1 IF THE COMPANY IS ALREADY REGISTERED WITH ANY OF BHEL UNITS, GIVE :

6.1.1. BHEL UNIT'S NAME :

6.1.2. SUPPLIER REGN. CODE NO. :

6.1.3. ITEMS FOR WHICH REGISTERED & THEIR SPECIFICATION  
( ENCLOSE PROOF OF SUCCESSFUL EXECUTION OF  
ONE OR MORE PURCHASE ORDERS ) :

\* 6.2 IS THE COMPANY APPROVED BY  
ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS /  
IBR / LLOYDS ETC FOR INTENDED  
MATERIAL CATEGORY? : YES / NO  
(ENCLOSE DOCUMENTARY EVIDENCE)

\* 6.3 IS THE COMPANY ISO 9001 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE & TOC OF QUALITY SYSTEM) :

\* 6.4 IS THE COMPANY AN ISO 14000 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE) :

\* 6.5 IS THE COMPANY OHSAS - 18000 APPROVED?: YES / NO  
(ENCLOSE CERTIFICATE)

\* 6.6 TECHNICAL COLLABORATOR :  
(FOREIGN OR INDIGENOUS)  
(ENCLOSE DOCUMENTARY EVIDENCE)

6.7 R&D SET UP

6.8 DIRECTORS / PARTNERS, IF RELATED TO ANY  
BHEL EMPLOYEE.

NAME :  
STAFF NO. :  
DESIGNATION :  
Unit & DEPARTMENT :  
RELATIONSHIP :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

**FORM NO. SRF(I) 01 (INDIAN SUPPLIER)**

**ANNEXURE-E**

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**ORGANISATIONAL INFORMATION**

6.9 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :  
STAFF NO. :  
DESIGNATION :  
UNIT & DEPARTMENT :  
DATE OF LEAVING SERVICE:

6.10 COMPANY'S WEEKLY HOLIDAYS :

WORKS                      OFFICE

6.11 EXPERIENCE LIST:

(ATTACH LIST OF PRESENT CUSTOMERS WITH NAME & ADDRESS FOR WHOM SIMILAR PRODUCTS HAS BEEN SUPPLIED. PERFORMANCE / END USER CERTIFICATE/ RECENT PURCHASE ORDER COPIES MAY BE ATTACHED)

\*6.12 DETAILS OF PENDING LEGAL ISSUES ON CONTRACTUAL ASPECTS WITH CUSTOMER, IF ANY

6.13 The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer –EFT/RTGS) is to be submitted

1. Name of the Company
2. Name of Bank
3. Name of Bank Branch
4. City/Place
5. Account Number
6. Account type
7. IFSC code of the Bank Branch
8. MICR Code of the Bank Branch
9. Details of other Bankers (for reference purpose only)

NOTE :

Suppliers who have already submitted the above information are requested to submit a copy of the same.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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ORGANISATIONAL INFORMATION					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
9.0	Parameter	Year 1	Year 2	Year 3	Year 4
(Years in ascending order, Money value in Rs. Lakhs )					
* 9.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
9.2	LONG TERM DEBT / LOAN				
* 9.3	DEBT EQUITY RATIO $\frac{\text{Long term Debt (9.2)}}{\text{Net worth (9.1)}}$				
9.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
9.5*	NET CURRENT ASSETS				
	1 a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	Total				
	CURRENT LIABILITY				
	2 a) Sundry creditors				
	b) Interest accrued but not due				
c) Other liabilities					
	Total				
	* QUICK RATIO $\frac{\text{CA - INVENT. } \{9.5(1)-9.5(1)c\}}{\text{Current liability } \{9.5 (2)\}}$				
* 9.6	SALES				
	Growth over previous year (%)	-----			
* 9.7	PROFIT BEFORE TAX				
	Growth over previous year (%)	-----			
* 9.8	Whether the supplier has been referred to BIFR / NCLT / any other Govt agency ( If YES , enclose details)				YES / NO
* 9.9	Whether the supplier is a potential sick company.( If YES , enclose details)				YES / NO
<p>NOTE: 1. Copies of annual accounts (Balance Sheet) for the last four years (or from date of incorporation whichever is less) along with audit report are to be submitted. The above details shall be highlighted in the Balance Sheet.</p> <p>2. Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise &amp; Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.</p>					
SUPPLIER'S AUTHORISED SIGNATORY			BHEL CERTIFIED ASSESSOR		

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**10. LIST OF ENCLOSURES ( Tags to be put on enclosures) :**

- (i) MEMORANDUM AND ARTICLES OF ASSOCIATION / SOCIETY RULES AND BYE LAWS / PARTNERSHIP DEED/ PROFESSION TAX REGN & MUNICIPAL REGN. : YES / NO
- (ii) Copy of certificate of following:-
- PERMANENT ACCOUNT NO : YES / NO
  - CENTRAL SALES TAX REGN NUMBER : YES / NO
  - STATE SALES TAX / TIN NUMBER : YES / NO
  - EXCISE DUTY REGN NUMBER : YES / NO
  - EXCISE CONTROL CODE NUMBER : YES / NO
  - SERVICE TAX REGN NUMBER : YES / NO
  - REGN NUMBER OF CATEGORY AS PER MSMED ACT : YES / NO
- (iii) ORGANISATION CHART : YES / NO
- (iv) If registered with any other BHEL Unit,
- LETTER OF REGISTRATION WITH BHEL UNIT : YES / NO
  - PROOF OF SUCCESSFUL EXECUTION OF ONE OR MORE PURCHASE ORDERS : YES / NO
- (v) Letter of approval from ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS /IBR / LLOYDS ETC : YES / NO
- (vi) Accreditation certificate for
- ISO: 9001 : YES / NO
  - TOC of Quality System Manual : YES / NO
  - ISO : 14000 : YES / NO
  - OHSAS , ISO 18000 : YES / NO
- (vii) Letter regarding technical collaboration : YES / NO
- (viii) Experience List / Performance certificate : YES / NO
- (ix) Balance Sheet for the last four years along with audit Report : YES / NO
- (x) Principal's authorization in case of dealers/ agents : YES / NO
- (xi) EFT Bank's certificate : YES / NO

**11. UNDERTAKING / DECLARATION LETTER BY VENDOR:**

I /WE GIVE THE UNDERTAKING THAT BHEL DRAWINGS & SPECIFICATIONs SHALL NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF BHEL AND/ OR FOR SUPPLY OF ANY MATERIAL, PRODUCT OR SERVICES DIRECTLY OR INDIRECTLY TO ANY OTHER CUSTOMER.

Maximum Marks = 50

Negative Marks = -13

Minimum Qualifying marks = 30

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

Sl. No	PARAMETERS	SYSTEM IN EFFECT (Tick if exists & provide evidences if ticked in written procedure)		RECORDS (Tick if available & submit evidences)	REMARKS
		Written Procedure	Practice		
1*	Incoming Material Control System				Furnish a copy of system and organization.
2*	In process control				Furnish at least one work instruction & record of process control parameter
3*	Manufacturing / Testing Procedure Qualification				Procedure Qualification specification may be submitted
4*	Personnel qualification for 3 above.				Record of Personnel qualification (PQR) to be submitted
5*	Calibration system				Submit list of instrument & their calibration status
6*	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.				Copy of procedure to be submitted
7*	System of Storage, Preservation, Painting & packing				Copy of procedure to be submitted
8*	System of NCR disposition & corrective preventive action				Two copies of NCR & CAPA
9*	Customer complaints handling system				Submit list of customer complaints & status for the last three years
10*	Safety measures				Submit copy of safety system & Record of accidents for last three years
11	Any other quality initiative				
<p>SUPPLIER'S AUTHORISED SIGNATORY <span style="float: right;">BHEL CERTIFIED ASSESSOR</span></p>					

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

**12. LIST OF ENCLOSURES**

- (i) Copy of system of control incoming materials and organization chart
- (ii) Copy of at least one process control work instruction
- (iii) Record of process control parameter
- (iv) Copy of at least one Procedure Qualification specification
- (v) Record of Personnel qualification (PQR)
- (vi) List of instrument & their calibration status
- (vii) Copy of procedure for Identification & Traceability of materials, tools, jigs, fixtures & Processed components, etc.
- (viii) Copy of procedure for Storage/ preservation/ painting & packing
- (ix) Copies of two NCRs and their CAPA.
- (x) List of customer complaints & status for the last three years
- (xi) Copy of safety system
- (xii) Record of accidents for last three years

Maximum Marks = 25

Minimum Qualifying marks = 15

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE E  
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**FORM NO. SRF(I)01**

**Part C: TECHNICAL COMPETENCE**

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

**(i) COMMON TECHNICAL COMPETENCE**

<b>TECHNICAL COMPETENCE</b> (Based on the drawings given by BHEL supplier shall respond for the below )	<b>MARKING RANGE</b>	<b>SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#</b>	<b>MARKS BY BHEL</b>
1. Supplier understands the product specification.	(0-3)		
2. Supplier understands the inspection requirements.	(0-2)		
3. Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)		
4. Supplier has experienced manpower to carry out the job.	(0-2)		
<b>TOTAL MARKS OUT OF POSSIBLE</b>	<b>10</b>		

**(ii) PRODUCT TECHNICAL COMPETENCE**

**(Max Marks: 25)**

The checklist for each product/rate schedules are given in Annexure B. Supplier shall submit the checklist duly filled for each product. In order to qualify for a particular product/rate schedule the supplier has to fulfil all the mandatory conditions mentioned in the check list for each product/rate schedule.

Attach documentary evidence wherever applicable:

Documentary Proof for Machineries/Equipment: Purchase order copies / Photographs

Proof for Inspection equipment: Calibration details from NABL Approved lab for each equipment

**LIST OF ENCLOSURES:**

Maximum Marks = 35

Minimum Qualifying marks = 21

# No marks is to be given by the supplier. Only supplier response along with supporting documents.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**Part D : SCORE SHEET:**

➤ Score Sheet shall be filled only by BHEL officials based on the documents submitted and the same has been attached only for information. Based on the score supplier shall be rejected or recommended for further processing.

**1. ORGANISATIONAL SOUNDNESS (for Manufacturers):**

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all relevant information like ownership, PAN no., sales tax no., excise duty no., etc. submitted	Yes: 2 No: 0	2	
2.	3.4 YEAR OF COMMENCEMENT OF BUSINESS	More than 5 years : 2 1-5 years : 1 Less than 1 year : 0	2	
3.	5.1 POWER BACKUP	Yes : 1 No : 0	1	
4.	5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY	Yes : 1 No : 0	1	
5.	6.1 REGISTERED WITH ANY OF BHEL UNITS	Yes (same item) : 2 Yes (another item) : 1 No : 0	2	
6.	6.2 APPROVAL BY ASME/ NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS ETC	Yes : 2 No : 0	2	
7.	6.3 ISO 9001 ACCREDITATION	Yes : 2 No : 0	2	
8.	6.4 ISO 14000 ACCREDITATION	Yes : 1 No : 0	1	
9.	6.5 OHSAS - 18000 ACCREDITATION	Yes : 1 No : 0	1	
10.	6.6 TECHNICAL COLLABORATOR : (FOREIGN OR INDIGENOUS)	Yes : 1 No : 0	1	
11.	6.12 PENDING LEGAL ISSUES ON TECHNO – COMMERCIAL ASPECTS WITH CUSTOMER	Yes : -5 No : 0	0	
	<b>TOTAL</b>		<b>15</b>	

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**Part D: SCORE SHEET**

- Score Sheet shall be filled only by BHEL officials based on the documents submitted and the same has been attached only for information. Based on the score supplier shall be rejected or recommended for further processing.

**2. FINANCIAL INFORMATION (for Manufacturers):**

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.1 Growth of Net Worth over previous year (%) Average of three years to be worked out	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
2.	9.3 DEBT EQUITY RATIO Long term Debt (9.2) Net worth (9.1)	1 : 1 : 5 1.1 upto 1.5 : 1 : 4 1.6 upto 2.0 : 1 : 3 2.0 & above : 1 : 2	5	
3.	9.5 QUICK RATIO CA - INVENTORIES {9.5(1)-9.5(1)c} Current liability {9.5 (2)}	1 : 1 : 5 1 : 1 upto 1.5 : 4 1 : 1.5 upto 1.75 : 3 1 : 1.75 upto 2.5 : 2 1 : > 2.5 : 0	5	
4.	9.6 Growth in Sales over previous year (%) Average of three years to be worked out	More than 35% : 5 20 -35 % : 4 10 – 20 % : 3 5 – 10 % : 2 > 0 & < 5 % : 1 0 or negative : 0	5	
5.	9.7 PROFIT BEFORE TAX Growth over previous year (%)	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
6.	9.8 Whether the supplier has been referred to BIFR / NCLT/ any other similar Govt agency	Yes: -5 No : 0	0	
7.	9.9 Whether the supplier is a potentially sick company	Yes: -3 No : 0	0	
	<b>TOTAL</b>		<b>25</b>	

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

BHEL CERTIFIED ASSESSOR

## BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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### **Part D : SCORE SHEET**

- Score Sheet shall be filled only by BHEL officials based on the documents submitted and the same has been attached only for information. Based on the score supplier shall be rejected or recommended for further processing.

### **3. QUALITY SYSTEM:**

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Incoming Material control System	System availability: Yes: 1 No : 0	1	
		Availability of Organisation chart Yes: 1 No : 0	1	
2.	Process control	Work instruction available: Yes: 1 No : 0	1	
		Record of process Control : Available : 2 Partial record : 1 Not available: 0	2	
3.	Manufacturing / Testing Procedure Qualification	Procedure Qualification Specification : Adequate : 3 In adequate: 1 Not available : 0	3	
4.	Personnel qualification	Record of PQR: Adequate : 3 In adequate: 1 Not available : 0	3	
5.	Calibration system	Adequate : 3 In adequate: 1 Not available : 0	3	
6.	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
7.	System of Storage/ preservation/ painting & packing	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
8.	System of NCR disposition & corrective preventive action	Two copies of NCR & CAPA Available : 2 Not available : 0	2	
9.	Customer complaints handling system	System available : Yes: 1 No : 0	1	
		Complaints registered & resolved : 2 Complaints registered & partially resolved : 1 Complaints not registered or not resolved : 0	2	
10.	Safety measures	System available : Yes: 1 No : 0	1	
		Record available : Yes: 1 No : 0	1	
<b>TOTAL</b>			<b>25</b>	

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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**Part D: SCORE SHEET**

- Score Sheet shall be filled only by BHEL officials based on the documents submitted and the same has been attached only for information. Based on the score supplier shall be rejected or recommended for further processing.

**4. TECHNICAL COMPETENCE**

**B. Product Specific Technical Competence**

For each checklist Max marks of 25 to be given based on the availability of the machineries and testing equipment's. Balance 10 marks for common technical competence under Part C.

TOTAL (A+B): 35 (     )

**SUMMARY:**

Sl. No	Criteria	Maxm Marks	Qualifying marks *	Marks obtained	Recommendation for registration
1.	Organisational Soundness	40	25		<b>Recommended :</b>
	Financial Information				
2.	Quality System	25	15		Permanent code /Development code/ Trial code
3.	Technical Competence	35	30		
	TOTAL	100	70		<b>Not recommended</b>

**\*Minimum Qualifying Score in Each category is indicated above:**

**RECOMMENDATION:**

BHEL CERTIFIED ASSESSOR

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GALVANIZING RATE CONTRACT 2014- RANIPET OUTSOURCING

**ANNEXURE – F**

DECLARATION BY THE BIDDER

I / We M/s. ....Vendor Code:

.....Area Code: ..... do hereby state as follows:

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

**Signature of Authorized person with seal**

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**GALVANIZING RATE CONTRACT 2014- RANIPET OUTSOURCING**  
**(NON-JUDICIAL STAMP PAPER VALUED RS.100/-AND DULY NOTARIZED)**

**ANNEXURE – G**  
**AFFIDAVIT**

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

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

03. **Tick whichever is applicable**

i)

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

Name:

Staff No:

Designation :

Department:

(OR)

ii)

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

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

**Signature of Authorized person with seal**

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**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
 (hereinafter referred to as 'company') having its registered office at .....  
 is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part-II) ..... dtd:.....,  
 Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 Rs.....Lacs

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

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

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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## ANNEXURE – O

Procedure of Suspension applicable for OS-ARC-GAL-2014-15

Annexure-O

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

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# ANNEXURE - R

Annexure-R

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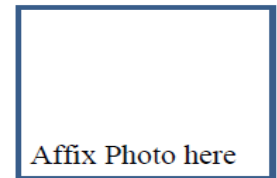
I hereby agree and undertake to ratify all acts, deeds, assurances done, given, executed or made by my said Attorney in connection with the above as if the same were done or made by me. \_\_\_\_\_ ( the principal )

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

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

=====

The Stamp size photo and specimen signature of the Attorney



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

=====

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

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

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

=====

[*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.]*

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