



# TENDER SPECIFICATION FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY

**TENDER SPECIFICATION NO.**  
**AA/CQ/TPI/018/2007 REV.-04**  
**DATE. 17.12.2014**

*Mohandas*  
*(Ray Bahadur)*  
*(Gowri Shankar)*  
*(Amit Roy)*

*(A.K. Sankar)*

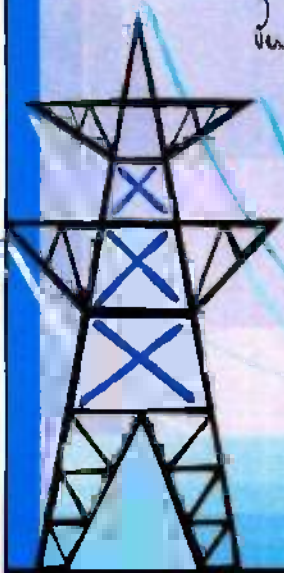
*Rajesh Kumar (RAJESH KUMAR)*  
*(BRAJESH AGRAWAL)*

*(Prasanta Majee)*

*(S-SUNDARA RAJAN)*

*(16/01/2015)*

**Corporate Quality**  
**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**





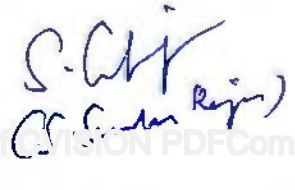


**TENDER SPECIFICATION FOR RATE CONTRACT WITH THIRD PARTY**

**INSPECTION AGENCY**

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## SECTION-I

### QUALIFICATION AND ELIGIBILITY REQUIREMENTS

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1.3	Particulars of Inspection Agency (Format) Bio-data of Inspectors offered to BHEL (Format) Bidder Certification Form (Format)


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(S. S. S. S. S.)

Clause No	Contents
<b>1.1</b>	<b>GENERAL</b>
1.1.1	The bidding organization shall have well-established Quality Management Division for providing Third Party Inspection services.
1.1.2	The bidder shall have sound organization capable of meeting BHEL's requirements with high degree of accuracy of inspection and timeliness of attending inspection call
1.1.3	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct access/ possession of the latest applicable International/ National standards & specifications like ASME, ASTM, BIS, DIN, IEC etc.
1.1.4	All International/National Standards and Specifications (mentioned in the Tender) will be considered as per the "latest versions/revisions" available.
1.1.5	The bidder should have experience of carrying out inspection of equipment supplies associated with contracts of reputed organizations like BHEL, NTPC, NHPC, NPCIL, HPGCL, HPCL, BPCL, PGCIL, EIL, ONGC, IOCL, SEBs, Defence organizations etc.
1.1.6	The bidder should submit reference list of clients as per Clause No 1.3.16 of Particulars of Inspection Agencies for whom inspection services activities were carried out during last five years
1.1.7	The bidder shall be equipped with all modern modes of communication (high speed broad band) such as telephone, mobile phone, fax, computer with high end configuration, printer, scanner, e-mail, internet etc. in all offices. Mobile phone, e-mail, Laptop with internet facility should be provided to all Inspection Executives
1.1.8	No consultant/persons on Contract basis or Freelancer is allowed for BHEL inspections. Only Permanent employees shall be used for BHEL inspection. The frequency of approval of inspectors will be decided by BHEL on case to case basis, depending upon the requirement. All inspection personnel shall carry photo identity card issued by respective TPIA.
1.1.9	Approval by BHEL shall not absolve the Bidder of their responsibility for ensuring correctness of inspection and timely attending the calls. It will be sole responsibility of the Bidder to ensure that approved, competent and suitable candidates are only employed for Inspection of BHEL jobs.
1.1.10.	All the information (to be provided in Formats/Checklist/Annexures) will be Self-certified by the Bidder (or Chartered Accountant (CA) wherever applicable). The Bidder need to ensure that the information provided by him is correct and accurate. The Bidder understands that the consequences of making an untrue statement in its Bid, or of not complying with the requirements of this Tender or failing to produce satisfactory evidence to BHEL regarding the information may include the forfeiture of any bid security, disqualification of the Bidder from participating in future tenders and/or the termination of the Contract.


  
 S. Chit (T. P. S. R. Raju)

Clause No	Contents																																
1.2	<b>MINIMUM QUALIFYING REQUIREMENT</b>																																
1.2.1	The bidder should have well-defined and implemented Quality Management System (for this purpose Quality Manual to be submitted as evidence) and must be an ISO: 9001 certified organization and shall also be certified to ISO/IEC: 17020 Major accreditation scope of category should be one of the sub-clause of Table No 17 or 18 or 19 of ISO/IEC: 17020. The head quarter /corporate office, located in India, should be accredited with the same.																																
1.2.2	<p>The Bidder should have a countrywide network of minimum 15 (fifteen) offices/ branches. Seven offices necessarily at following major location, during the full contract period.</p> <table border="1" data-bbox="402 674 1495 757"> <tr> <td>1 Each at</td> <td>Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad</td> </tr> <tr> <td>1 at</td> <td>Surat or Vadodra or Ahmedabad</td> </tr> </table> <p>For this Bidder should provide necessary evidence of Ownership/tenancy/lease deed/current Electricity Bill/Current Landline Telephone Bill.</p> <p>In addition to the above (necessary 7), bidder should Certify during submission of bid documents to provide offices/resident offices at minimum 8 other locations out of following:</p> <table border="1" data-bbox="402 954 1495 1249"> <tr> <td>1 at</td> <td>Ludhiana or Jalandhar</td> <td>1 at</td> <td>Bhuvneshwar or Rourkela</td> </tr> <tr> <td>1 at</td> <td>Kanpur or Lucknow</td> <td>1 at</td> <td>Nagpur</td> </tr> <tr> <td>1 at</td> <td>Pune</td> <td>1 at</td> <td>Jaipur or Kota</td> </tr> <tr> <td>1 at</td> <td>Bhopal or Indore</td> <td>1 at</td> <td>Hardwar or Rudrapur or Dehradun</td> </tr> <tr> <td>1 at</td> <td>Jamshedpur</td> <td>1 at</td> <td>Palghat or Kochi or Hubli</td> </tr> <tr> <td>1 at</td> <td>Raipur or Bhilai</td> <td></td> <td></td> </tr> <tr> <td>1 at</td> <td>Vizag</td> <td>1 at</td> <td>Coimbatore or Trichy</td> </tr> </table>	1 Each at	Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad	1 at	Surat or Vadodra or Ahmedabad	1 at	Ludhiana or Jalandhar	1 at	Bhuvneshwar or Rourkela	1 at	Kanpur or Lucknow	1 at	Nagpur	1 at	Pune	1 at	Jaipur or Kota	1 at	Bhopal or Indore	1 at	Hardwar or Rudrapur or Dehradun	1 at	Jamshedpur	1 at	Palghat or Kochi or Hubli	1 at	Raipur or Bhilai			1 at	Vizag	1 at	Coimbatore or Trichy
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1 at	Raipur or Bhilai																																
1 at	Vizag	1 at	Coimbatore or Trichy																														
1.2.2.3	BHEL may conduct reverse auctioning.																																
1.2.3	<p>Bidder should have experience of having successfully completed inspection contracts during last 7 years ending December 2014 should be either of the following:</p> <p>a) Three inspection contracts not less than Rs. 3.3 Crores each (Three Crores Thirty Lakhs each) OR</p> <p>b) Two inspection contract not less than Rs. 4.2 Crores each (Four Crores Twenty Lakhs each) OR</p> <p>c) One inspection contract not less than Rs. 6.6 Crores (Six Crores Sixty Lakhs)</p> <p><b>NOTE:</b></p> <p>1) For this purpose bidder has to produce the Purchase Orders and Completion Certificate of the Inspection Contracts [those are taken in consideration for a) or b) or c) as mentioned above in this clause only i.e. 1.2.3] OR In case of non-availability of Completion Certificate, Bidder has to submit an <i>Evidence of Completion: Certificate</i> by CA (Chartered Accountant) certifying Invoice of respective PO of Inspection Contracts, as per Sl No 5 of Annexure-I.</p> <p>2) Inspection Contracts, as referred above, should be for inspection of at least one or more among the following:</p> <ul style="list-style-type: none"> <li>- Power Plant Equipment (Thermal, Gas, Hydro and Nuclear)</li> <li>- Power Transmission System and equipment</li> <li>- Transportation equipment (Locomotives and EMU Coaches)</li> </ul>																																

[Signatures: Anand, Rajesh Kumar, S. S. Chakraborty, S. S. Chakraborty]

Clause No	Contents
1.2.4	The bidder should have average annual financial turnover, from inspection services within India, during last 3 years ending 31st March of 2014 should be at least Rs. 2.5 Crores ( Rs Two Crores Fifty Lakhs)
1.2.5	<p>1) For BHEL jobs the Bidder should have a team of minimum 80 qualified and experienced persons. Out of 80 Inspectors at least 80% should be Engineering Degree holders and 20% may be Diploma in Engineering, comprising minimum 70% out of 80 (i.e. minimum 56) in Mechanical Discipline (Mechanical Engineering /Metallurgy / Production Engineering / Marine Engineering) and minimum 25% out of 80 (i.e. minimum 20) in Electrical Discipline (Electrical/ Control &amp; Instrumentation/Electronics).</p> <p>2) Out of 80, 40% of inspection personnel (i.e. minimum 32) should have Level II NDTE Qualification in Ultrasonic, Penetrating Test and Magnetic Particle and 30% of inspection personnel should have Level II in Radiography as per SNT-TC-1A.</p> <p>3) During submission of Bid, the bidder should confirm the following and ensure the compliance of the same during the entire currency of the contract period:</p> <p>A. Deploy Minimum 3 approved Inspection Engineers in each office, with proper mix of persons from Mechanical &amp; Electrical Discipline in all the 15 offices/ Resident offices, during the full contract period.</p> <p>B. Deploy only permanent employees, of age not more than 63 years ,as on 1 April 2015, for inspection of BHEL jobs</p> <p>C. Only BHEL approved inspection engineers will be deployed.</p> <p>D. Only Level II qualified person in respective NDT shall verify or witness the NDT Test report/ results.</p> <p>E. Ensure that 10% of Inspection Engineers are certified welding Inspectors (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.</p> <p>F. Ensure that 10% Inspection Engineers are Certified in Eddy Current NDT, Leak Test and Visual Test.</p> <p>G. Ensure that 10% Inspection Personnel are trained in the area of Surface Preparation and Painting from NACE/BGAS or other Engineering Institutes Approved by AICTE.</p> <p>H. BHEL reserves the right to identify and deploy the inspectors from the approved List for inspection of items which are deemed critical.</p> <p>I. Also Ensure compliance of the following:</p> <p>i) Deploy Metallurgical / Mechanical Engineer with NDT qualification for Castings, forgings, bars, billets, blooms etc.</p> <p>ii) Deploy Electrical discipline personnel for electrical items and Instrumentation &amp; Control equipment.</p> <p>iv) Deploy Mechanical Engineer for Mechanical items</p>
1.2.6	All inspection personnel, engaged in inspection, should have at least following qualification and experience
1.2.6.1	Graduation in Engineering with minimum 55% of marks and 7 years' experience in inspection activities OR Diploma in Engineering with minimum 55% of marks and 10 years' experience in inspection activities. (Mark sheets-copy to be submitted)


  
 S. Chakrabarti (S.S. de la Rejon)

Clause No	Contents
1.2.7	<p><b>A.</b> During the submission of bid, Bidder should also agree for the following:</p> <ol style="list-style-type: none"> <li>1. BHEL can seek the following during approval of Inspection Engineers, if contract is awarded to the bidder, before deployment for Inspection:               <ol style="list-style-type: none"> <li>a) Verification of original records for qualification and Experience details of Inspection Engineers as per clause No. 1.2.5 and 1.2.6.1</li> <li>b) Interview of Inspection Engineers.</li> </ol> </li> <li>2. BHEL may conduct physical verification of offices and infrastructure as per Clause No. 1.1.6 and 1.2.2</li> <li>3. BHEL may conduct the surveillance audit along with TPIA at Vendor's works During inspection.</li> <li>4. BHEL may seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract.</li> </ol> <p><b>B.</b> The TPIA should actively participate to get his inspectors qualified and Approved from BHEL Customers, if required</p>
1.3	<p>The Bidder shall fill the format AA/CQ/TPI/018/F/01 REV 0 for "Particulars of Inspection Agency", Format AA/CQ/TPI/018/F/02 REV 0 for "Bio-data of all person offered to BHEL for Inspection" and Format AA/CQ/TPI/018/F/03 REV 0, "Bidder Certificate Form"</p> <p>NOTE: Bio-data should be fill seniority wise-seniors first ( hierarchy to be maintained)</p>

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FORMAT No: AA/CQ/TPI/018/F/01 REV 0			
Particulars of Inspection Agency			
1.3.1	Name of the Company		
1.3.2	Head Office		
	i)	Address	Fax No.
	ii)	Phone No.	Website:
	iii)	Email	
1.3.3	Chief Executive		
	i)	Name	
	ii)	Designation	
	iii)	Office Address	
	iv)	Phone No.	Mob. No
	v)	Email id:	
	vi)	Qualification	
	vii)	Profile	
	viii)	Experience	
1.3.4	Ownership <span style="float: right;">Please put V (tick mark) in appropriate box</span>		
		Govt of India Undertaking	State Govt Undertaking
		Public Limited Company	Private Limited Company
		Partnership/Individual Firm	Other (Please specify)
	Please provide documentary proof, such as, Memorandum & Articles of Association, Company Registration certificate, Partnership Deed, as applicable		
1.3.5	i)	Total No. of Persons	
	ii)	No of Persons engaged in inspection	
	iii)	Total No. of Branches	
1.3.6	Particulars of Branches: (Add separate sheet if required)		
	i)	Location:	
	ii)	Name of Branch Manager	
	iii)	Address	
	iv)	Phone No.	Mob No.
	v)	Fax No.	
	vi)	Website	
	vii)	Email Id:	
	viii)	Total No. of Persons	
	ix)	No of persons engaged in inspection	
1.3.7	Date of Incorporation/Registration		
1.3.8	Turnover of the company from Inspection Services for the last 3 years(financial year)	Year	Turnover (in Rs. Crores)
		# 2011-12/2012	
		# 2012-13/2013	
		# 2013-14/2014	
		Average of #	

1.3.9	Audited Annual Report for the last 3 years (to be enclosed)						
1.3.10	Quality Manual (to be enclosed)						
1.3.11	Income Tax Certificate for last 3 years (to be enclosed)						
1.3.12	Banker Name and Address						
1.3.13	Registration with statutory Bodies						
	a)	Income TAX PAN No					
	b)	Service Tax Registration No. (Please enclose relevant letter/certificate)					
1.3.14	a)	ISO: 9001 certified					YES/NO
	b)	If Yes, Year of Certification					
	c)	Certification Body & Certificate No.					
	d)	ISO/IEC: 17020 certified:					YES/NO
	e)	If yes, Year of Certification					
	f)	Certification Body & Certificate No.					
1.3.15	Organization: (Please enclose Organization chart)						
1.3.16	List of Clients for which Purchase Order and Completion Certificate/ Evidence of Completion of Inspection Contract have been submitted (As per Clause 1.2.3)						
	Sl No.	Client	Supplier(s)	Item(s)	P.O/ Contract No	Value	Remark
	1						
	2						
	3						
1.3.17	Type of services Offered						
1.3.18	Rendered TPI Services to any BHEL Unit/Division					YES/NO	
	If Yes, please give details						
1.3.19	Whether any litigation/Arbitration is pending:					YES/NO	
	If Yes, please give details						
1.3.20	No Deviation Certificate (in the form at enclosed- Annexure: VII)						
1.3.21	Information Regarding Banning, Blacklisting from Business (as per format enclosed- Annexure VI)						
1.3.22	Agreed for Reverse Auction					YES/NO	
	Any other Information (use additional sheet, if required)						

All the information provided is true to the best of my Knowledge and any perjured or untrue information may lead to termination of this contract (Refer Clause 1.1.10)

Signature of Authorized Person

Name:

Date:

Seal:


  
 S-2117  
 (S-Sunder Rajin)



FORMAT NO: AA/CQ/TPI/018/F/02 Rev 0

**1.3.23 (i) Bio data of all persons offered to BHEL for Inspection (Hierarchy wise)**

SL No.	Name	Date of Birth dd/mm/yy	Age as on 31 March 2015	%age of Marks (#)	Technical Qualification (Graduation/ Diploma)	Additional Qualification (Tick)							Date of Joining in Present Company dd/mm/yy	Experience* in inspection in areas as mentioned in clause 1.2.3.1. (please write the specific name of the product)	Specimen Signature (attested)	Details**
						RT	UT	PT	MPI	CWI	Eddy	Leak Test				
1													No. of Years*	Field		
2																
3																
4																

**(ii) Summary**

a)	Mechanical Discipline (defined in clause 1.2.5)	
	PG/ Graduate Degree Engineers	
	Diploma Engineers	
b)	Electrical Discipline (defined in clause 1.2.5)	
	PG/ Graduate Degree Engineers	
	Diploma Engineers	
	TOTAL:	

# Mark-sheet of individual (Only Photocopy, Self-Attested by Individual) to be enclosed

\* If experience is in other companies, please give Details \*\* ( No of Years , Field and Company Name )

All the information provided is true to the best of my knowledge and any perjured or untrue information may lead to termination of this contract (Refer Clause 1.1.10)

Signature of Authorized Person  
 Name:  
 Date:  
 Seal:

*Handwritten signatures and notes at the bottom of the page, including names like 'Rajesh Kumar' and 'S. S. S. S.' with dates and other markings.*

**1.3.24 BIDDER'S CERTIFICATION FORM**

FORMAT NO: AA/CQ/TPI/018/F/03 Rev 0

\_\_\_\_\_ (Name of The Bidder) declares and certifies the following, in the bidding on the work for BHEL Tender AA//CQ/TPI/018/2007 REV-04 dated 17.12.2014

(Please Tick the applicable)

- 1)  7 offices/branches are located, ONE EACH at Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad, Surat/Vadodra/Ahmedabad (as per clause 1.2.2.1)
- 2)  Average annual financial turnover, from inspection services within India, during last three year ending 31<sup>st</sup> March 2014 is at least Rs 2.5 Crores ( RupeesTwo Crores fifty lakhs)
- 3)  BHEL may conduct reverse auctioning
- 4) If awarded the contract, I agree to confirm and ensure the compliance of the following during entire currency of the contract

Other (minimum 8) offices/resident office locations (as per clause 1.2.2.2):

- |  |  |
|--|--|
| <input type="checkbox"/> Ludhiana or Jalandhar | <input type="checkbox"/> Bhuvneshwar or Rourkela         |
| <input type="checkbox"/> Kanpur or Lucknow     | <input type="checkbox"/> Nagpur                          |
| <input type="checkbox"/> Pune                  | <input type="checkbox"/> Jaipur or Kota                  |
| <input type="checkbox"/> Bhopal or Indore      | <input type="checkbox"/> Hardwar or Rudrapur or Dehradun |
| <input type="checkbox"/> Jamshedpur            | <input type="checkbox"/> Paighat or Kochi or Hubli       |
| <input type="checkbox"/> Raipur or Bhalil      | <input type="checkbox"/> Vizag                           |
| <input type="checkbox"/> Coimbatore or Trichy  | <input type="checkbox"/> Others (specify) _____          |

- Deploy only BHEL approved Inspection Engineers for inspection of BHEL jobs.
- Deploy minimum three Inspection Engineers (BHEL approved) in each of 15 office/Resident office.
- Deploy only Permanent Inspection Engineers.
- Age of the Inspection Engineers not to be more than 63 years, as on 1 April 2015.
- Only Level II qualified person in respective NDT shall verify or witness the NDT Test report/ results.
- 10% (out of 80) of deployed Inspection Engineers to be Certified welding Inspectors (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.
- 10% (out of 80) of deployed Inspection Engineers Certified in Eddy Current NDT, Leak Test and Visual Test.

*Arund*

*Lejan Kumar*

*Prakash*

*S. Chitra*

- 10% (out of 80) of deployed Inspection Engineers trained in the area of Surface Preparation and Painting from NACE/BGAS or other Engineering Institutes Approved by AICTE.
- Deploy Metallurgical / Mechanical Engineer with NDT qualification for Castings, forgings, bars, billets, blooms etc.
- Deploy Electrical discipline personnel for electrical items and Instrumentation & Control equipment.
- Deploy Mechanical Discipline Personnel (as per clause 1.2.5) for Mechanical items.
  
- I HEREBY DECLARE THAT IF THE CONTRACT IS AWARDED, I WILL FULFIL ALL THE ABOVE CONDITIONS WITHIN 3 WEEKS (THREE WEEKS) AFTER SIGNING THE CONTRACT AND DEPLOY THE REQUISITE MANPOWER AT DIFFERENT LOCATIONS AS MENTIONED IN TENDER. THE CONTRACT WILL BE FULLY OPERATIONAL ONLY AFTER FULFILLING THE REQUIREMENT IN ALL RESPECT.

5) I also agree and give the acceptance of the following

- BHEL may verify original records for qualification and Experience details of Inspection Engineers as per clause No. 1.2.5 and 1.2.6.1
- BHEL may conduct Interview of the Inspection Engineers.
- BHEL may conduct physical verification of offices and infrastructure as per clause No. 1.1.6, 1.2.2.1 and 1.2.2.2
- BHEL may conduct the surveillance audit along with TPIA at Vendor's works during inspection, if contract is awarded to us.
- BHEL may seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract

Signature of Authorized Person

Name:

Date:

Seal:

*[Handwritten Signature]*

*Rejith Kumar*

*[Handwritten Signature]*

*S-Kit*  
*(S. S. Kumar)*

## SECTION II

### GENERAL REQUIREMENTS

#### INDEX

Clause No.	Contents
2.1	Introduction
2.2	Scope of work
2.3	Assignment
2.4	Liquidated Damages
2.5	Effectiveness of TPIA
2.6	BHEL's Right on General Requirements

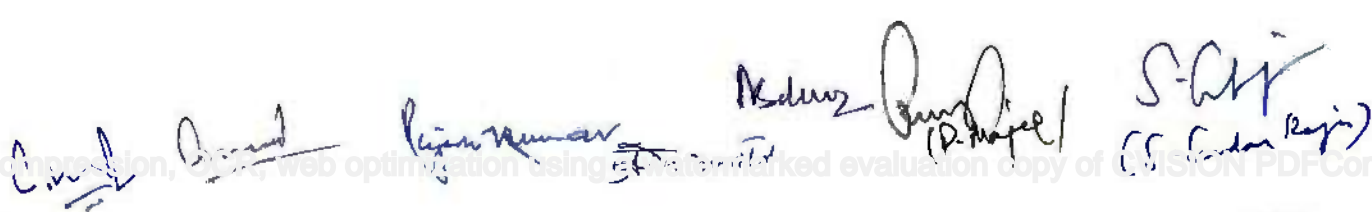
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(P. Rajeev)

*[Handwritten signature]*  
S-CH  
CO-Gen. Regd.

Clause No	Contents
2.1	<p data-bbox="407 271 592 304"><b>Introduction</b></p> <p data-bbox="407 322 1438 461">Bharat Heavy Electrical Limited (BHEL), a Maharatna Public Sector Undertaking, is one of the largest Engineering &amp; Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p data-bbox="407 468 1438 719">BHEL procures wide range of raw materials, consumables, bought-out/ directly despatch able items, systems and packages for Power Plants through Manufacturing Units, Engineering Centres and Power Sector Regions located throughout India. As the quality of these inputs has a far- reaching impact on ultimate products and services, BHEL takes all endeavours to ensure conformance to quality requirements through well- structured quality documentation, surveillance, control and defect prevention activities by Unit/ Corporate Quality groups.</p> <p data-bbox="407 725 1438 831">BHEL proposes to empanel Third Party Inspection (TPI) Agency to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units &amp; division as given below (indicative):</p> <ol data-bbox="407 875 1239 1749" style="list-style-type: none"> <li>1. Heavy Electrical Equipment Plant, Hardwar</li> <li>2. Central Foundry Forge Plant, Hardwar</li> <li>3. Heavy Electrical Plant, Bhopal</li> <li>4. Transformer Plant, Jhansi</li> <li>5. Heavy Equipments Repair Plant, Varanasi</li> <li>6. Components Fabrication Plant, Rudrapur</li> <li>7. Heavy Power Equipment Plant, Hyderabad</li> <li>8. PE &amp; SD, RC Puram, Hyderabad</li> <li>9. High Pressure Boiler Plant, Tiruchirapalli</li> <li>10. Seamless Steel Tube plant, Tiruchirapalli</li> <li>11. Piping Centre, Chennai</li> <li>12. Boiler Auxiliaries Plant, Ranipet</li> <li>13. Industrial Valves Plant, Goindval (Punjab)</li> <li>14. Electronic Division(EDN) Bangalore</li> <li>15. Power Plant Piping Unit, Thirumayam</li> <li>16. Industrial Systems Group, Bangalore</li> <li>17. Electro-Porcelain Division Bangalore</li> <li>18. Insulator plant, Jagdishpur</li> <li>19. Project Engineering Management, Noida</li> <li>20. Transmission Business Group</li> <li>21. Power Sector: Northern, Eastern, Western and Southern Regions</li> <li>22. Centralised Stamping Unit and Fabrication Plant, Jagdishpur.</li> <li>23. EMRP, Mumbai and RMSG, Bhopal</li> <li>24. Heavy Plates and Vessel Plant, Vizag</li> </ol> <p data-bbox="407 1794 1422 1962">Other Units of BHEL and Subsidiaries may also avail the services of TPIA at the same terms and conditions. However, Subsidiaries of BHEL shall sign individual contract with respective TPIA Any requirement of manpower on this account shall be managed by the TPIAs. The scope of work and other requirements are given in forthcoming sections.</p>


  
 Chandan Kumar (P. Hapur) S. Chit (S. Eastern Region)

Clause No		Contents
<b>2.2</b>		<b>SCOPE OF WORK</b>
<b>2.2.1</b>	<b>2.2.1.1</b>	Inspection of Purchased and Bought -out items ordered by BHEL Units/ Divisions/ Subsidiaries of BHEL from all over India (for indigenous and export contracts) at suppliers/ sub-suppliers works and identified Testing Laboratories. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Desalination, Transmission, Distribution and Industry Sector.
	<b>2.2.1.2</b>	Estimated Annual Value of goods to be offered for inspection is approximately <b>Rs 2500 Crores</b> (Two thousand five hundred Crores) and may vary depending on market conditions.
<b>2.2.2</b>		Co-ordination with BHEL's Customers for joint inspection and clearance after confirmation of date of visit of customer by respective unit to TPIA
<b>2.2.3</b>		The Inspection Agency shall have to attend inspection calls throughout India at suppliers/ sub-suppliers works and Testing Laboratories. All inspections which have been attended by the earlier TPIAs for stage or final inspection (pending clarifications/ disputes) shall be taken up by the Bidder based on the inspection records issued / signed by the earlier TPIA.
<b>2.2.4</b>		Exact scope of work shall be defined by the Purchasing Divisions of BHEL or Subsidiaries of BHEL.
<b>2.2.5</b>		Inspection call: Inspection call shall be raised by Supplier on BHEL format through Web-based system and Inspection report shall be generated through the Web system.
<b>2.2.6</b>	<b>2.2.6.1</b>	<b>Inspection Documents:</b> The copy of Purchase Order and applicable documents like BHEL Quality Plan/Supplier Quality Plan approved by BHEL, Approved Drawing, Data-Sheet, Purchase Specification, check-list etc. shall be provided by Supplier at the place of inspection or by BHEL in case of exigencies. Inspection shall NOT be carried out without approved Quality Plan.
	<b>2.2.6.2</b>	During Inspection at Vendor's work, Inspector has to review the Original Test Certificates issued by Third Party Laboratories or Supplier(s), and also ensure to submit with Inspection report; certified copy(s) of Test Certificates, with a remark: 'Compared with Original Test Certificate. Reviewed, Verified and found in order'.
<b>2.2.7</b>		<b>Coordination with BHEL customer:</b>
	<b>2.2.7.1</b>	On specified dates given by Customers and communicated by Units to TPIA, coordination for joint inspection with Customer, shall be done by the inspection agency for joint inspection and obtaining Customer Hold Point (CHP) / Reports. CHP/ Report of Customer shall be signed by the TPIA.
	<b>2.2.7.2</b>	In case, customer inspection is required after TPIA inspection, the inspection agency shall carry inspection before offering to the customer.


  
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Clause No	Contents
2.2.8	<b>Time for attending inspection call:</b>
2.2.8.1	<p>The inspection call shall be attended within three working days after the date of receipt of call (i.e. C+3 working days, where C is call offer date).</p> <p>If the proposed inspection date is beyond (C+3) working days then the call has to be attended on the proposed date.</p> <p>However, in exceptional circumstances, TPIA may have to attend the inspection call at short notice, for which necessary requests may be made by BHEL units.</p>
2.2.8.2	<p>In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail.</p>
2.2.9	<p><b>Inspection Methodology:</b> Inspection shall be carried out as per provision of Purchase Order and applicable inspection documents like approved Quality Plan, approved drawing, data -sheets and purchase specification etc.</p>
2.2.9.1	<p>The stage inspection shall be done, if called for in approved Quality Plan, PO or any other applicable document at the works of main supplier or sub- supplier or Testing Laboratory</p>
2.2.9.2	<p>The supplier shall provide all necessary facilities for carrying out inspections, measurements &amp; testing.</p>
2.2.9.3	<p>The inspection agency should satisfy themselves for adequate safety at the Supplier's/ Sub-suppliers/ works or Testing laboratory. BHEL shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Supplier's/ Sub-suppliers/ works or Testing laboratory the TPIA should immediately inform BHEL.</p>
2.2.9.4	<p>The inspection agency shall ensure use of valid and calibrated measuring instruments and equipment. Inspection agency may also examine adequacy of periodicity of Calibration &amp; traceability to National/International Standards</p>
2.2.9.5	<p>The inspection agency shall review/ verify/ witness/carry out (as applicable) :</p> <ul style="list-style-type: none"> <li>i) Material Test Certificate &amp; traceability records to ensure use of correct material.</li> <li>ii) Supplier's internal QC records.</li> <li>iii) Compliance with process parameters as per approved Quality Plan.</li> <li>iv) Qualification of equipment, process &amp; personnel for special Processes like welding, brazing, NDT, painting &amp; metal coating etc.</li> <li>v) Type- test or any special test called for in the PO.</li> <li>vi) The Inspection Agency shall endorse all certificates with comments (Witnessed or Verified) as per applicable document. In the dimension report the dimensions Witnessed shall be encircled and marked 'W'</li> </ul> <p>Checked and Inspected as "C"</p> <p>Verified as "V"</p>
2.2.9.6	<p>The Inspection Agency shall carry out visual and dimensions inspection, NDT and material testing etc. as per applicable documents.</p>

[Signatures: Rajat Kumar, Mahesh (P. Rajee), S. S. ...]

Clause No		Contents
	2.2.9.7	In case of non-conformance or ambiguity between Purchase specifications, Approved Drawing, Data Sheet, approved Quality Plan etc., inspection agency shall report Non-Conformance through Inspection Report / Web-based system, on the date of inspection itself and intimate the Unit.
	2.2.9.8	The accepted items shall be identified with unique seal/stamp and reference of seal given in the Inspection Report (IR). Location of seal shall be mentioned in the Inspection report.
2.2.10		<b>Submission of Inspection Report (IR):</b>
	2.2.10.1	After completion of inspection, the Inspection Agency shall issue report to the supplier on the format provided along with records of inspection duly signed within 48 hours. Subsequently Scanning of Original signed IR, and all Quality Documents, including certified Test Certificates copies (as per clause 2.2.6.2), and uploading on BHEL CQ web system within three days from Inspection date shall be done by the TPIA without any additional charges. Inspection charges will be paid to TPIA only after uploading of scanned Inspection records including signed CQIR.
	2.2.10.2	<p>The inspection report (IR) shall essentially contain following details:</p> <ul style="list-style-type: none"> <li>i) Purchase Order No. &amp; Inspection Report No.</li> <li>ii) Name of Supplier</li> <li>iii) Proposed date of Inspection.</li> <li>iv) Date of clarification taken, if any</li> <li>v) Date(s) of Inspection</li> <li>vi) Date of completion of inspections</li> <li>vii) Description of Items &amp; P.O. Sr. No. of Items</li> <li>viii) Details of billing break up (if applicable)</li> <li>ix) Reference of approved Quality Plan &amp; applicable documents referred for Inspection.</li> <li>x) Quantity offered, accepted, reworked, rejected, cumulative quantity accepted and consumed in testing.</li> <li>xi) Inspection / Sampling Plan followed</li> <li>xii) Inspection checks / test carried out</li> <li>xiii) Deviation / Concession, if any</li> <li>xiv) Acceptance status/ code</li> <li>xv) CHP / MDCC No. (if applicable)</li> <li>xvi) Details of short supplies (if any) &amp; Details of loose items supplied</li> <li>xvii) Mobile Number and Email Id of the TPIA Inspector</li> </ul> <p>It shall be ensured that all records of verification and inspection are enclosed with IR.</p>
	2.2.10.3	The Inspection Agency shall ensure that original signed IR and all inspection records is received by the Unit within 7 days from the date of final inspection.
	2.2.10.4	The inspection agency shall report critical observations (Annexure XI) on suppliers to Unit separately, on monthly basis, and give suggestion for improvements.
	2.2.10.5	The Inspection Agency shall furnish any other report as agreed mutually with the BHEL unit without any additional charges.

Clause No		Contents
	2.2.10.6	Feedback Analysis: The inspection agency shall analyse the feedback given by unit, user or customer on TPIA performance. The report of analysis and proposed corrective / preventive actions shall be given to Unit within 7 days with a copy to Corporate Quality. No additional charges would be payable for this activity.
	2.2.10.7	Record Keeping: The inspection agency shall retain the inspection record for a period of 2 years after inspection.
	2.2.10.8	In case of system / package orders or any such orders in which BOIs against a particular P.O. may have to be procured from suppliers/ sub- suppliers spread all over India, the Third Party Agencies of the designated region (in which order is placed) shall arrange inspection services for the entire P.O. irrespective of location within India.
	2.2.10.9	Monthly Progress Report: The inspection agency shall submit the monthly status report (Format AA/CQ/TPI/018/F/04 Rev 0: 4 sheets A, B, C, D given in Annexure XI for information only) to BHEL Purchasing Division with a copy to BHEL Corporate Quality (CQ), Noida indicating the details of inspection carried out, value of inspected items, inspection charges, penalties deducted, No. of calls attended by inspectors in a month, addition/deletion of Inspectors.
	2.2.10.10	Periodic Review Meetings: Bidder shall agree for quarterly review meetings, regarding performance of Inspection Agency, with BHEL at convenient locations as decided by BHEL Units/ Corporate Quality. Bidder shall also agree to send their inspection personnel to TPIA user units of BHEL, whenever being called to receive the training.
<b>2.3</b>		<b>ASSIGNMENT:</b>
	2.3.1	The inspection agency shall not off-load either full or part of the work, assigned by BHEL.
	2.3.2	The information regarding addition / deletion / no change of manpower shall be furnished to BHEL every month. Additional manpower shall be got qualified / approved by BHEL. The Departments/ Agency(s) within BHEL that will deal with this activity shall be intimated to successful Bidders subsequently.

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Clause No	Contents
<p><b>2.4</b></p> <p><b>2.4.1</b></p>	<p><b>LIQUIDATED DAMAGES</b></p> <p>If any non-conformity is due to deficiency in inspection and it is established that the deficiency is on account of inaccurate/ inadequate inspection with respect to scope of Inspection as per P.O, the inspection charges of the concerned item will be deducted.</p> <p>Moreover actions will be taken for the following discrepancies also, if found:</p> <p>1) Any Inspector indulging in Unethical practices, Unfair means and Proxy Inspection will be immediately debarred from inspection of BHEL items.</p> <p>2) A warning/advice letter will be issued to the concerned inspection agency for deficiency in inspection of items inspected and cleared by TPIA Inspector</p> <p>a) Rejection of Inspected Product at MUs/Sites  b) NC- Accepted as NO OPTION basis  c) NC- Accepted after Rework/Repair at Vendor works  d) NC- Accepted with Change in Matching Component  e) NC- Accepted with Repair/Rework at MU/Sites  f) NC-Accepted as it is</p> <p>NC means Non-Conformance.</p> <p>3) For five (5) warning/advice letters issued to TPIA for deficiency in inspection done by particular inspector (first five times including all User Units), BHEL will debar the Inspector from the approved list and discontinue the services of Inspector, for Inspection of BHEL items, with immediate effect.</p> <p>4) However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspectors as per the contract.</p> <p>5) Furthermore, If more than 5 inspectors are debarred, as described above, BHEL will initiate action as per decision of the competent authority (As per guidelines of Suspension of business of supplier)</p>
<p><b>2.4.2</b></p>	<p><b>Delay In Inspection:</b></p> <p>If inspection calls are not attended within prescribed time (as per clause 2.2.8), liquidated damages @ 1.0% of inspection charges of offered goods for per day delay up to 5 days delay or Rs 100/- (whichever is higher) shall be deducted from TPI Agency.</p> <p>If the delay is more than 5 days, the deduction shall be @ 2.0% of inspection charges of offered goods for per day delay or Rs 200/- (whichever is higher) for the total delay inclusive of initial delay period. The liquidated damages shall be deducted from pending bills and /or security deposit amounts.</p>




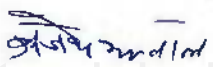
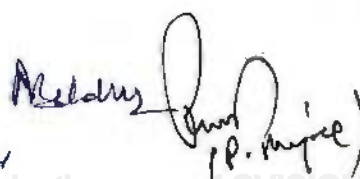
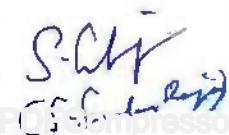
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Clause No	Contents
<b>2.5</b>	<b>EFFECTIVENESS OF TPIA</b>
<b>2.5.1</b>	The effectiveness of Inspection Agency shall be monitored as per <b>Section V</b> on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from <b>BHEL</b> units/ sites, feedback of suppliers, Surveillance/ Audit report of Corporate Quality Division/ Unit Quality (Purchasing Divisions) and Feedback from Customers.
<b>2.5.2</b>	Reduction in share of Business/ Suspension/ Cancellation on the basis of overall performance based on clause 2.5.1 as per <b>Section V</b> : The weightage assigned to inspection call response time (RIR) : 20% The weightage assigned to issue inspection report in time (RTR): 10% The weightage assigned to any Discrepancy/Quality of Inspection (DI) :70% Effectiveness will be monitored Call wise: CPR Overall Cumulative/Monthly/Quarterly :OPR Efficiency of Call Inspected (%) Efficiency in generation of Inspection reports (%)
<b>2.5.3</b>	BHEL may conduct the audit/ investigation at supplier's work/ inspection agency as deemed necessary.
<b>2.6</b>	<b>BHEL RESERVES THE RIGHT TO ADD, DELETE OR MODIFY ABOVE GENERAL REQUIREMENTS.</b>



## SECTION III

### INSTRUCTION TO BIDDERS (ITB)

#### INDEX

Clause No.	Contents
3.1	Instruction to Bidders
3.2	Bid Document
3.3	Preparation of Bids
3.4	Submission of Bids
3.5	Bid Opening and Evaluation
3.6	Award of Rate contract

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Clause No	Contents
<b>3.1</b>	<b>INSTRUCTION TO BIDDERS (ITB)</b>
<b>3.1.1</b>	Sealed bids are invited by BHEL –HPBP, Trichy Division on behalf of BHEL for Rate contract with Third Party Inspection Agency from qualified bidders.
<b>3.1.2</b>	Scope of work shall be as per Section- II.
<b>3.1.3</b>	The bidder should fulfil the minimum qualifying requirements as stipulated in Section -1
<b>3.1.4</b>	BHEL reserves right to ask any additional information.
<b>3.1.5</b>	Notwithstanding anything stated above BHEL reserves the right to carry out physical verification of infra-structural facilities to assess bidder capability and capacity to perform the work. In case, any deficiency/ discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected/ contract is liable to be cancelled.
<b>3.1.6</b>	The bidder has to quote as per the price Format (As per Annexure-X) of the specifications. The bidder who has submitted prices in any other form shall be rejected. The bidder who does not submit EMD in the form of DD will be rejected except exemptions as per Statutory/ Regulatory requirements.
<b>3.1.7</b>	Bid must be submitted in two separate sealed envelopes Part-A and Part-B. First envelope (Part-A) shall contain EMD of Rs 2 lakhs, techno – commercial offer and un-priced bid. The second sealed envelope (Part- B) shall contain price bid only. Price bid of only those prospective bidders shall be opened who are found techno – commercially acceptable. Price bid with any conditions is liable to be rejected.
<b>3.1.8</b>	The bidder shall assure that all the information/ documents furnished by the bidder for the bid are true to the best of their knowledge and belief. In case they are found to untrue or false, the bid submitted by the bidder or the contract awarded to him in the event of acceptance of the bid, shall be liable to be cancelled/ withdrawn without any notice or compensation.
<b>3.1.9</b>	Tenders received late shall be rejected.
<b>3.1.10</b>	BHEL reserves the right to extend due date and time for issuance of bid documents and the due date and time for submission and / or opening of bids which shall be suitably intimated to concerned bidders.
<b>3.1.11</b>	Notwithstanding anything stated above BHEL reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason there off and in such cases no bidder shall have any claim arising out of such action.


  
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Clause No	Contents
<b>3.2</b>	<b>BID DOCUMENT</b>
<b>3.2.1</b>	<b>CONTENTS OF BID DOCUMENT</b>
3.2.1.1	Bid Sections
3.2.1.2	The Bidder is expected to examine all instructions, terms and conditions, specifications, Forms and other information in the Bid document. Failure to furnish all information required by Bid- documents or submission of a bid not substantially responsive to the bid document will be at bidder's risk and may result in rejection of bid.
<b>3.2.2</b>	<b>CLARIFICATION OF BID DOCUMENT</b>
3.2.2.1	The Bidder is required to carefully examine the Bidding document and fully inform himself as to all the conditions and matters, which may in any way affect the performance of the contract or cost thereof. If any Bidder finds discrepancies or omissions in the document or is in doubt as to the true meaning of any part, he may notify to the concerned BHEL official in writing or by fax. BHEL will respond in writing or by fax to any request for clarification of the Bid document, which he receives earlier than Ten (10) days prior to submission of bids. All such interpretations and clarifications shall form part of the Bid document and accompany the Bidders proposal.
3.2.2.2	Verbal clarifications and information given by any employee(s) of BHEL shall not in any way be binding on BHEL.
<b>3.2.3</b>	<b>AMENDMENT TO TENDER DOCUMENT</b>
3.2.3.1	BHEL reserves the right to issue amendments, clarifications to the Tender Document to all the bidders who have received the Tender Document, giving reasonable time prior to bid opening. Such amendment / clarifications etc. shall be given due consideration by the bidders while they submit the Bids and invariably enclose such documents as a part of the bid.
<b>3.3</b>	<b>PREPARATION OF BIDS</b>
<b>3.3.1</b>	<b>LANGUAGE OF BID</b>
3.3.1.1	The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in English.
<b>3.3.2</b>	<b>DOCUMENT COMPRISING THE BID</b>
	<p>Bid submitted by the Bidder shall comprise of the following.</p> <ul style="list-style-type: none"> <li>a) Particulars of Inspection Agency, Bio-data, Bidder Certification Form (as per clause 1.3), enclosures and support documents as Per Section-I</li> <li>b) Check list as per annexure-I of Section-V.</li> <li>c) Bid form as per annexure-II duly completed &amp; signed by the Bidder</li> <li>d) Un-priced bid</li> <li>e) Price schedule duly completed by the Bidder.</li> <li>f) Power of Attorney: A power of attorney, duly notified by a Notary Public, in favour of authorized signatory by the competent authority in the organization.</li> </ul>


  
 Regional Manager (P. N. Jee) S. Ch...

Clause No	Contents
3.3.3	<b>PRICE BID: Bidder shall quote price as follows:</b>
3.3.3.1	Inspection charges as percentage (%) of basic PO value for the inspection of ordered items.
3.3.3.2	Service tax shall be paid extra as applicable from time to time. Service tax part should be mentioned separately and not to be included in the prices. This has to be claimed along with invoice which will have Service Tax Registration Number printed.
3.3.3.3	The prices shall remain firm during validity period of Service Contract. No Price Variation Clause is admissible.
3.3.3.4	The price shall be inclusive of all other charges such as transport, accommodation and other incidental charges.
3.3.3.5	<p>The bidder should take into considerations the following eventualities, while quoting the price:-</p> <ul style="list-style-type: none"> <li>• Stage inspection.</li> <li>• Material not offered for inspection by a supplier during the visit due to any reason.</li> <li>• Rework or rectification or rejection of material after inspection.</li> <li>• Rejection of material after inspection.</li> </ul> <p>No charges shall be payable in such cases.</p>
3.3.3.6	<b>Treatment of Arithmetical Errors:</b>
	<p>Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis. The prices should be quoted strictly as per Clause no. 3.3.3 in both figures and words.</p> <ol style="list-style-type: none"> <li>1. In case of any mismatch between the prices quoted in figures and words, the price quoted in words will prevail and will be considered for evaluation</li> <li>2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</li> </ol> <p>However, in case of any dispute regarding interpretation of the above, BHEL's decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.</p>
3.3.4	<b>COST OF BIDDING:</b> All costs and expenses incidental to preparation and submission of the bid including pre-award discussions with the Bidders, technical and other documentation etc. shall be to the account of the Bidder. BHEL will in no case be responsible or liable for these costs and expenses, regardless of the conduct or outcome of the bidding process.

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*Region Manager*

*Manoj Kumar (P. Name)*

*S. Chitra*

Clause No	Contents
3.3.5	<b>BID VALIDITY PERIOD:</b> Bids should be kept valid for a period of minimum 90 days from the date of opening of price bids.
3.3.6	<b>EARNEST MONEY DEPOSIT (EMD)</b>
3.3.6.1	The bidder shall furnish EMD of Indian Rupees 2, 00,000/- (Rs. Two lakhs only) as a part of its bid in the form of crossed Bank Draft/ Pay Order in favour of Bharat Heavy Electricals Limited, Tiruchirapalli drawn on any Bank as given in Annexure V.
3.3.6.2	The EMD is required to ensure that the bidder does not refuse to: The EMD is required to ensure that the bidder does not refuse to: <ul style="list-style-type: none"> <li>• Accept the letter of Award of Rate Contract</li> <li>• Sign the contract agreement</li> <li>• Furnish the required Security</li> </ul>
3.3.6.3	The EMD shall be forfeited if <ul style="list-style-type: none"> <li>• The bidder revokes his bid after the bid opening within the validity period or increase prices quoted earlier.</li> <li>• The bidder does not commence the work after award of contract.</li> </ul>
3.3.6.4	Any bid received without Earnest Money Deposit shall not be considered.
3.3.6.5	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of contract by the successful tenderers.
3.3.6.6	No interest shall be paid by BHEL on the EMD.
3.3.7	<b>FORMAT AND SIGNING OF THE BID</b>
3.3.7.1	The bidder shall prepare an original and one (1) copy/set of the Bid clearly marking each one as "Original Bid" and "Copy No 1". In the event of any discrepancy between them the original shall govern.
3.3.7.2	The original and copy of the bid, each consisting of the documents listed in ITB Clause 3.3.2 (Documents Comprising Bid), shall be typed or written with indelible ink and signed by the Bidder or a person or persons authorized to sign the Bid.
3.3.7.3	Names of person (s) signing the bid should be typed or printed below the signature. The person or persons signing the Bid shall affix a company seal and sign on each page except printed literature.
3.3.7.4	Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation (s) of the authorized partner(s) or other authorized representative (s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid).
3.3.7.5	Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or Secretary or other person(s) authorized to sign the bid on behalf of such Corporation/Company in the matter.
3.3.7.6	A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.


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Clause No	Contents
3.3.7.7	Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid in the form of a Power of Attorney, duly notarized by a Public Notary, indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
3.3.7.8	The Bidder's name stated on the proposal shall be the exact legal name of the firm.
3.3.7.9	Any cutting /overwriting shall be valid only if they are signed by signatory to the Bid.
3.3.7.10	Bids not conforming to the above requirements of authentication by authorized signatory are liable to be rejected.
3.3.7.11	Combined offers (i.e.) Technical bid along with price bid shall be rejected.
3.4	<b>SUBMISSION OF BIDS</b>
3.4.1	<b>SEALING AND MARKING OF BIDS</b>
3.4.1.1	Two- parts bid procedure shall be adopted for preparation, submission and evaluation of bids. The bidder must submit the Bid in the following two separate sealed envelopes: <b>Part –A : Technical Bid</b> (a) Earnest Money Deposit (crossed Bank Draft/ Pay Order in favour of 'Bharat Heavy Electricals Ltd' payable at Tiruchirappalli) (b) Techno- Commercial (1 original + 1 copy) (c) Integrity Pact (As per Annexure VIII) Bid along with duly filled and Signed & Stamped (all pages of tender terms & conditions) copies of 'Particulars of Inspection Agency Check-list', General Requirements, Un-priced Bid. and General Conditions of Contract (GCC) <b>Part – B : Price Bid (As per Annexure X)</b> (i) Price Bid (1 original + 1 copy)
3.4.1.2	Technical and Price Bid shall, then, be sealed in an outer envelope duly marked as "Original Bid" and "Copy No. 1". In the event of any discrepancy, the "original" shall govern.
3.4.1.3	The inner and outer envelopes shall (a) be addressed to the "GENERAL MANAGER, QUALITY, BHEL, HPBP, TIRUCHIRAPPALLI- 620014 (b) Super scribed as "BID FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY"" DO NOT OPEN BEFORE ----- (Date) and----(Time), as given in Tender. The inner and the outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late".
3.4.1.4	If the outer envelope is not sealed and marked as required by ITB sub- clause 3.4.1.2 and 3.4.1.3 above, BHEL will assume no responsibility for the bid's misplacement or premature opening.

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Clause No	Contents
3.4.2	<b>LAST DATE FOR SUBMISSION OF BIDS.</b>
3.4.2.1	Bids must be received in the office of the "GENERAL MANAGER, QUALITY, BHEL, HPBP, TIRUCHIRAPPALLI- 620014 on or before the date and time given in Tender. In the event of the date of submission of Bids being declared as holiday for BHEL, the bids will be received up to the appointed time on the next working day.
3.4.2.2	The bidder has the option of sending the bids by Registered post/ Courier or submitting in person. No request from any bidder to collect the bid from airlines, cargo agents etc. shall be entertained.
3.4.2.3	BHEL may at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 3.2.3 (Amendment to Tender Document), in which case all rights and obligations of BHEL and the Bidders previously subject to the original deadline shall thereafter be subject to the new last date as extended.
3.4.3	<b>LATE TENDERS:</b> Tenders received after the specified date and time of their "Receipt" are treated as Late Tenders. Tenders received late shall be rejected
3.4.4	<b>MODIFICATION AND WITHDRAWAL OF BIDS</b>
3.4.4.1	No modification in the price bid shall be allowed after submission. Withdrawal of the bid shall, however, be permitted in case written request is received from the bidder before the date & time of opening, Bid withdrawal notices received after the bid opening date and time will be ignored, and the bid will be deemed to be a valid submitted bid.
3.4.4.2	No bid may be withdrawn in the interval between the last date for submission of bids and the expiration of the period of bid validity specified in ITB Clause 3.3.5 (Bid Validity Period). Withdrawal of a bid during this interval may result in the Bidders forfeiture of the EMD, pursuant to ITB Clause 3.3.6 3

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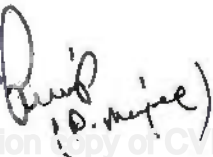
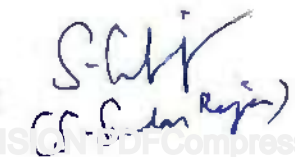
Clause No	Contents
3.5	<b>BID OPENING AND EVALUATION</b>
3.5.1	<b>OPENING OF BIDS</b>
3.5.1.1	All bids including withdrawals made pursuant to ITB Clause 3.4.4 (Modification and withdrawal of Bids) will be opened in the office of the "GENERAL MANAGER, QUALITY, BHEL, HPBP, TIRUCHIRAPPALLI- 620014 by the officer(s) duly authorised by BHEL for this purpose at the date and time given in the Tender in the presence of the Bidder's authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for BHEL, the Bids shall be opened at the appointed time and location on the next working day.
3.5.1.2	Bidder's authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by BHEL for evidencing their participation. No electronic recording device/ mobile phones etc. shall be permitted during the bid opening.
3.5.1.3	Envelopes marked "Withdrawal" shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 3.4.4 (Modification and withdrawal of Bids) here of shall not be opened.
3.5.1.4	The Part-A of the bid (Technical Bid) only shall be opened on the date of opening. The bid of only those bidders shall be considered which contains the EMD of requisite value in acceptable form. The bids with EMD deficit in value / form will not be further processed.
3.5.1.5	The officer(s) of BHEL authorized for opening of bids will announce the Bidder's names, written notifications of withdrawals, if any, the presence or absence of the requisite EMD or any other information felt necessary.
3.5.1.6	The part-B (Price Bid) of the tender of only those bidders, whose Techno-Commercial bid is found acceptable shall be opened at a date and time for which separate intimation shall be sent.
3.5.2	<b>CLARIFICATION OF BIDS:</b> To assist in examination, evaluation and comparison of bids, BHEL may at its discretion ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing or by fax or E-mail
3.5.3	<b>EVALUATION AND COMPARISION OF BIDS</b>
3.5.3.1	Techno-commercial Evaluation: BHEL will carry out a detailed evaluation of bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bid document.
3.5.3.2	Compliance with the qualification and eligibility requirement shall first be evaluated. The bidders, who do not meet the minimum specified requirements, shall be rejected.
3.5.3.3	If the bidder is found qualified, the bid will be taken for further evaluation.
3.5.3.4	The price bid of the bidders, whose techno-commercial bid is found acceptable, shall be opened on the specified date and time and shall be evaluated by BHEL.

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Clause No	Contents
3.5.4	<b>NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED:</b>
3.5.4.1	BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load.
3.5.4.2	The business is intended to be shared in the ratio of 60:40 of their share amongst the Lowest (L1) bidder and next subsequent bidders (L2) provided they match rate of lowest bidder.
3.5.4.3	However, if the next (L2) inspection agency, who is offered share of business, fail to accept the offer, the same will be offered to next lower bidders in sequential order.
3.5.4.4	In case, none of the other bidders i.e. L2, L3 ..., who are offered Business share fail to accept, BHEL reserves the right to give entire business to original L1 bidder.
3.5.4.5	The sharing of business by the successful bidders may also be done by defining the geographical zones in which the major part of the operation has to be carried out / by defining the units for which inspection is to be carried out or in any other manner as decided by BHEL during the starting phase of the contract or during the currency of the contract. However, in case of system / package orders or any such orders in which BOIs against a particular P.O. may have to be procured from suppliers/ sub-suppliers spread all over India, the Third Party Agencies of the designated region (in which order is placed) shall arrange inspection services for the entire P.O. irrespective of location within India.
3.5.4.6	BHEL units may exercise discretion to take services of any of approved Third Party Inspection Agency in any part of India in situations like: <ul style="list-style-type: none"> <li>• Fine tuning and balancing business share</li> <li>• Customer's preference of particular inspection agency.</li> <li>• Delay or discrepancy in inspection or related records.</li> <li>• Any other contingency.</li> </ul>
3.6	<b>AWARD OF RATE CONTRACT</b>
3.6.1	After evaluation of price bid, BHEL shall notify the successful bidders in writing by registered letter or fax to be confirmed by registered letter that their bids have been accepted. The notification of award shall constitute the formation of Contract.
3.6.2	The construction/ execution of Rate Contract shall be in accordance with clause 4.3 of Section-IV.
3.6.3	On receipt of Letter of Award, the bidder shall deposit Security in a manner provided in Clause 4.8 of GCC, Section-IV and sign Rate Contract Agreement as per Annexure-III of Section-VI on mutually agreed date and time within Fifteen (15) days of issue of Letter of award.
3.6.4	After signing the Rate Contract, BHEL will promptly notify each unsuccessful bidder and discharge its EMD as per Clause 3.3.6.5.
3.6.5	Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.

## SECTION IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INDEX

Clause No.	Contents
4.1	Definitions
4.2	Contract Documents
4.3	Construction/Execution of Rate Contract
4.4	Validity of Contract
4.5	Contractor's Responsibilities
4.6	BHEL's Responsibilities
4.7	Payment Terms
4.8	Security
4.9	Taxes and Duties
4.10	Time for attending to Inspection Call
4.11	Liquidated Damages for Non compliance
4.12	Insurance
4.13	Force Majeure
4.14	Governing Law
4.15	Arbitration
4.16	Suspension
4.17	Risk Purchase
4.18	Assignment
4.19	Effectiveness Measurement
4.20	Termination of Contract
4.21	Integrity Pact
4.22	Confidentiality



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Clause No	Contents
<p><b>4.1</b></p> <p><b>4.1.1</b></p>	<p><b>DEFINITIONS</b></p> <p>The following words and expressions shall have the meanings as given here under:-</p> <p>“Contract” means the Contract Agreement entered into between BHEL and the Third Party Inspection Agency (Contractor), together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>“Contract Document” means the documents listed in Clause 4.2 of GCC, Section-IV</p> <p>“Contractor” means the person(s) whose bid to perform the Contract has been accepted by BHEL and is named as such in the Rate Contract Agreement and includes the legal successors or permitted assigns of the Contractor.</p> <p>“Inspection Agency” means any person(s), who may be duly authorized by Corporate Quality / Purchasing Unit to inspect the stores included in the Purchase Order and to take up surveillance/Audit at Supplier Work as and when required by purchasing unit.</p> <p>“Day” means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month</p> <p>“GCC” means the General Conditions or Contract hereof. “BHEL” means Bharat Heavy Electricals Ltd., New Delhi” “BHEL unit” means Purchasing Division of BHEL</p> <p>“CQ” means Corporate Quality</p> <p>“CHP” means customer hold point</p> <p>“MDCC” means material dispatch clearance certificate.</p> <p>“TPIA” means Third Party Inspection Agency</p>
<p><b>4.2</b></p> <p><b>4.2.1</b></p>	<p><b>CONTRACT DOCUMENTS</b></p> <p>The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract:</p> <ul style="list-style-type: none"> <li>a) The Rate Contract Agreement</li> <li>b) Letter of Award of Rate Contract</li> <li>c) Qualification and eligibility</li> <li>d) Particulars of Inspection Agency including enclosures</li> <li>e) General Requirement</li> <li>f) Instruction to bidder</li> <li>g) General conditions of contract</li> <li>h) Price Schedule</li> <li>i) Annexures/Formats</li> </ul>

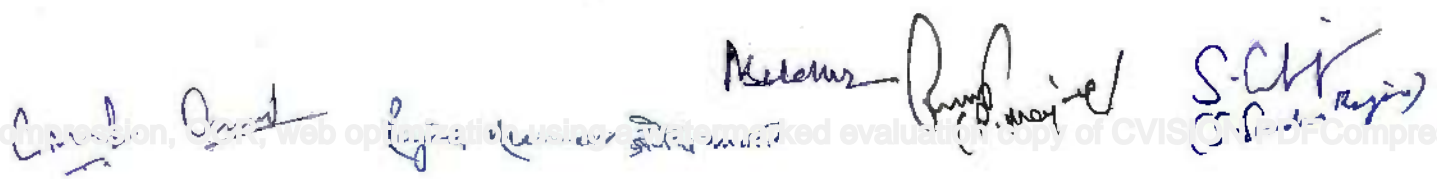
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Clause No	Contents
<b>4.3</b>	<b>CONSTRUCTION / EXECUTION OF RATE CONTRACT</b>
4.3.1	The Rate Contract Agreement as per Performa (Annexure-III) is to be signed within fifteen (15) days of the date of the Letter of Award of Rate Contract, on a date and time to be mutually agreed in the office of the Head-CQ / Head (Q) of BHEL Units, as may be agreed to, after finalization of successful Bidders. The Contractor shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Rate Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.
4.3.2	The contract will be signed in four originals, the contractor shall be provided with one signed original contract and rest (Three originals) will be retained by BHEL.
4.3.3	The signed Rate Contract Agreement shall be forwarded to all BHEL Units / Purchasing Divisions for availing the inspection services.
<b>4.4</b>	<b>VALIDITY OF CONTRACT:</b>
4.4.1	The contract shall commence from the effective date (as stated in the letter of award of rate contract or in the rate contract. If no such effective date is stated then the contract shall commence from the date of LOA) of signing the Rate Contract and remain valid for a period of two years from the date of signing the contract. This period is subject to extension by twelve (12) months, if desired by BHEL on mutual agreement with terms and conditions remaining same.
<b>4.5</b>	<b>CONTRACTOR'S RESPONSIBILITIES:</b>
4.5.1	The contractor shall perform the services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act, in respect of any matter relating to this contract, as faithful advisers to BHEL and shall at all times protect BHEL's legitimate interests.
4.5.2	The contractor confirms that he has entered into this contract after satisfying himself with the scope of work and requirements of BHEL in totality and shall be responsible for providing / performing the services satisfactorily.
4.5.3	The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature including claims from any employees of the TPI or any third party arising during the course of execution of the contract.



Clause No	Contents								
<b>4.6</b>	<b>BHEL's RESPONSIBILITIES</b>								
4.6.1	BHEL shall request suppliers & its sub-contractor(s) to provide reasonable facilities to the inspecting personnel for carrying out inspection. The facilities will include all materials, measuring instruments, tools, testing fixtures, testing equipment and laboratory etc.								
4.6.2	To provide to the contractor and his authorized representative with any other such assistance as may be necessary for carrying out the inspection efficiently & effectively								
<b>4.7</b>	<b>PAYMENT TERMS</b>								
4.7.1	The inspection agency shall raise invoice of inspection charges in the end of the month for inspections carried during the month to the respective BHEL units giving purchase order wise details of inspections and other relevant information required by the BHEL unit. Applicable taxes shall be deducted from the invoices.								
4.7.2	Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.								
4.7.3	The payment shall be made in Indian rupees.								
<b>4.8</b>	<b>SECURITY</b>								
4.8.1	The Contractor shall, within fifteen (15) days of the issue of letter of award of rate contract, provide a security for the satisfactory performance of the Contract for an amount indicated by BHEL with a validity up to ninety (90) days beyond the contract completion period.								
4.8.2	<p>Being a service contract, it shall not be possible to assess the contract price. Accordingly the estimated value of annual inspection charges for total value of inspected goods as Rs. 2500 Crores contract shall be taken as the basis for calculation of security deposit amount. However, Security deposit shall be taken from individual agency in accordance with the business share. The rate of security deposit will be as below :-</p> <table border="0" data-bbox="425 1406 1443 1630"> <thead> <tr> <th data-bbox="425 1406 974 1442">Inspection Charges</th> <th data-bbox="974 1406 1443 1442">Security Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="425 1442 974 1478">(i) Upto Rs 10 Lakhs</td> <td data-bbox="974 1442 1443 1478">10 %</td> </tr> <tr> <td data-bbox="425 1478 974 1550">(ii) Above Rs 10 Lakhs and upto Rs 50 Lakhs</td> <td data-bbox="974 1478 1443 1550">Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs</td> </tr> <tr> <td data-bbox="425 1550 974 1621">(iii) Above Rs 50 Lakhs.</td> <td data-bbox="974 1550 1443 1621">Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 lakhs</td> </tr> </tbody> </table>	Inspection Charges	Security Amount	(i) Upto Rs 10 Lakhs	10 %	(ii) Above Rs 10 Lakhs and upto Rs 50 Lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs	(iii) Above Rs 50 Lakhs.	Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 lakhs
Inspection Charges	Security Amount								
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(iii) Above Rs 50 Lakhs.	Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 lakhs								



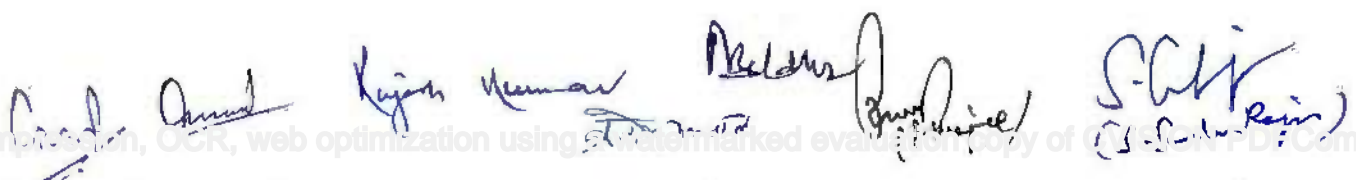
Clause No	Contents
4.8.3	<p>Security deposit may be furnished in any one of the following forms :-</p> <ul style="list-style-type: none"> <li>i) Cash (as permissible under the income tax)</li> <li>ii) Pay order, demand draft in favour of BHEL, Tiruchirapalli</li> <li>iii) Local cheques of scheduled banks, subject to realisation</li> <li>iv) Securities available from Post Offices such as National savings Certificates, Kisan Vikas Patras etc. (Certificates should be in the name of the contractor furnishing the security and duly pledged in favour of BHEL &amp; discharged on the back)</li> <li>v) Bank Guarantee from Scheduled bank/Public Financial Institutions as defined in the Companies Act subject to a max. Of 50% of the total security deposit value. The bank guarantee format should have the approval of BHEL.</li> <li>vi) Fixed deposit receipt issued by scheduled banks/public financial institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.</li> <li>vii) Security deposit can also be recovered @ 10% from the running bills. However in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills. (Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before security deposit is collected however, payment can be released only after collection / recovery of initial 50% security deposit)</li> <li>viii) EMD of the successful bidder shall be converted and adjusted against the security deposit.</li> <li>ix) The security deposit shall not carry any interest.</li> </ul>
4.8.4	<p>Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award</p>
4.8.5	<p>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the bidders' failure to fulfil any of the contractual obligations/ or in the event of termination of contract as per cl. 4.20.</p>
4.8.6	<p>The Security Deposit shall be refunded to the Contractor without any interest 90 days after completion of the contract and discharged of all obligations.</p>
4.9	<p><b>TAXES AND DUTIES:</b></p>
4.9.1	<p>Except as otherwise specifically provided in the Contract, other than Service Tax, Education Cess &amp; Higher Education Cess, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the facilities in the country where the manufacturing works are located.</p>
4.9.2	<p>As regards the income tax, surcharge on income tax and any other corporate tax, BHEL shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of such tax, if attracted under the provisions of the law present or future and BHEL will make deductions at source as applicable.</p>

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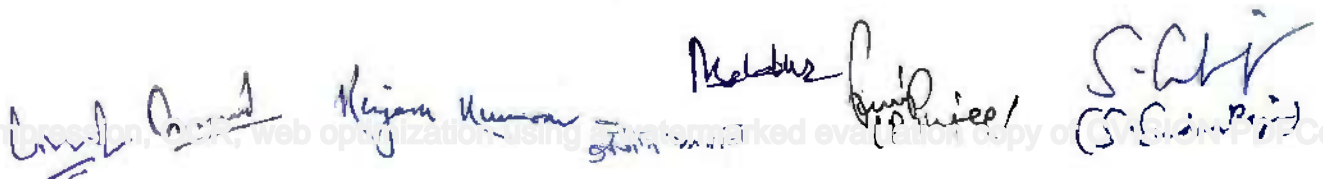
Clause No	Contents
4.10.	<b>TIME FOR ATTENDING TO INSPECTION CALLS:</b> The contractor shall attend to the inspection calls as per Clause 2.2 of Section –II.
4.11	<b>LIQUIDATED DAMAGES FOR NON COMPLIANCE</b>
4.11.1	As per clause 2.4.1 of section II
4.11.2	As per clause 2.4.2 of section II
4.12	<b>INSURANCE</b>
	The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract
4.13	<b>FORCE MAJEURE:</b>
4.13.1	"Force Majeure" shall mean any event beyond the reasonable control of BHEL, Supplier or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: - a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; b) Rebellion, revolution, insurrection, military or usurped power and civil war; c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor; e) Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.
4.13.2	if either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within one week after the occurrence of such event
4.13.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfil its or their obligations under the contract.


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Clause No	Contents
4.13.4	<p>No delay or non-performance by either party thereto caused by the occurrence of any event of Force Majeure shall:</p> <p>a) Constitute a default or breach of the contract</p> <p>b) Give rise to any claim for damages or additional cost or expenses occasioned thereby if and to the extent that such delay or non- performance is caused by the occurrence of an event of Force Majeure</p>
4.13.5	<p>If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with GCC Clause 4.15.</p>
4.13.6	<p>Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.</p>
4.14	<p><b>GOVERNING LAW:</b></p>
	<p>The Contract shall be governed by and interpreted in accordance with laws of India</p>
4.15	<p><b>ARBITRATION</b></p>
4.15.1	<p>Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL. All questions &amp; disputes relating to the Contract shall be referred to the sole arbitration of Head, Corporate Quality, BHEL and if the said Head is unable or unwilling to act, to the sole arbitration of some other person appointed by the Head, Corporate Quality, BHEL who is willing to act as such arbitrator.</p> <p>There will be no objection if the arbitrator so appointed is an employee of BHEL, and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being vacating his office or being unable to act for any reason such Head, Corporate Quality, BHEL as aforesaid at the time of such vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Contract that no person other than a person appointed by such Head, Corporate Quality, BHEL as aforesaid should act as arbitrator. The arbitrator shall give reasons for the award. Subject as aforesaid, the provisions of Arbitration &amp; Conciliation Act, 1996 or amendments thereof or re-enactments thereof and rules made there under in force shall apply to the arbitration proceedings under this clause. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The decision of the arbitrator shall be final and binding upon the Parties and such decision may be enforced by any court of competent jurisdiction. The venue of arbitration shall be Delhi, India</p>



Clause No	Contents
4.15.2	The cost of arbitration shall be borne in such manner as may be specified in the award of arbitrator. However, expenses incurred by each party in connection with the preparation, presentation etc.; of its cases prior to, during and after the arbitration proceeding shall be borne by each party itself.
4.15.3	Notwithstanding any reference to the arbitration herein; the parties shall continue to perform their respective obligations under the Contract unless agreed otherwise.
4.16	<b>SUSPENSION:</b> BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension
4.17	<b>RISK PURCHASE CLAUSE:</b> In case the bidder is not in a position to execute the inspection services/ fails to execute the inspection services, BHEL reserves the right to get the same services executed by any other agency which BHEL may deem fit, and all additional costs (either in the rates or any other cost) incurred by BHEL shall be recovered from the Contractor's pending bills and /or security deposit amounts or otherwise
4.18	<b>ASSIGNMENT:</b> The clause no. 2.3 of Section –II shall be applicable.
4.19	<b>EFFECTIVENESS MEASUREMENT:</b> As per clause 2.5 of Section II
4.20.	<b>TERMINATION OF CONTRACT:</b> BHEL reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of any contract condition, adverse feedback regarding quality of services rendered (as per clause 2.4, 2.5 and 2.2.8), indulgence in unethical practices or questionable integrity.
4.21	<b>INTEGRITY PACT</b> Bidders shall execute Integrity Pact with BHEL as per Annexure VIII - duly signed and stamped. Bids received without Integrity Pact shall be rejected. Details of Independent External Monitor are enclosed as per Annexure -IX
4.22	<b>CONFIDENTIALITY:</b> The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of BHEL.


  
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## SECTION V

### EVALUATING EFFECTIVENESS OF THIRD PARTY INSPECTION AGENCIES

5.1 The effectiveness/ performance monitoring and efficiency of any third party inspection agency will be measured by the following parameters:

- a. Response to Inspection Request (RIR), for each call.
- b. Response time to issue inspection reports (RTR) i.e. Time taken to issue the Inspection report, for each call.
- c. Discrepancy in Inspection (DI), for each call.

#### 5.1.1 Response to Inspection Request (RIR= x)

The normal time to attend the inspection call is 03 working days after receipt of call in the office

RIR for each call (x) = No. of days delayed after prescribed time i.e 3 days

RIR will carry the weightage of 20%

#### 5.1.2 Response time to issue inspection report (RTR=y)

The inspection report should be furnished to User Unit within 02 working days after completion of inspection. RTR will be measured as:

RTR for each call (y) = No. of days delayed after two days to issue the Report

RTR will carry a the weightage of 10%

#### 5.1.3 Discrepancy in Inspection (DI=z)

The discrepancy in Inspection will be decided/measured by the feedback/rejection at the customer 'end. The customer in this case would be BHEL's Units or BHEL's customer(s)

Severity rating of each call will be given by BHEL Purchasing division after the inspection of product by TPIA (based on discrepancy in product, if occurred after cleared by TPIA)

The weightage of DI will be 70%

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Severity Rating are as follows:

Type of Discrepancies noticed after Inspection	Severity Rating (Z)
Unethical practices, Unfair means, Proxy Inspection	10
Rejection of Inspected Product at MUs/Sites	9
NC- Accepted as NO OPTION basis	8
NC- Accepted after Repair at Vendor works	7
NC- Accepted after Rework at Vendor works	6
NC- Accepted with Change in Matching Component	5
NC- Accepted with Repair at MU/Sites	4
NC- Accepted with Rework at MU/Sites	3
Minor NC- Accepted as it is	2
No NC-but Inspection not comprehensive OR Deployment of unapproved/non-competent Inspection Engineers	1
No Discrepancy	0

NC means Non-Conformance  
 MU means Manufacturing Units of BHEL

**Definition of Rework and Repair from the ISO 9000**

**Rework** – action on a nonconforming product to make it conform to the requirements.

**Repair** – action on a nonconforming product to make it acceptable for the intended use

NOTE 1: Repair includes remedial action taken on a previously conforming product to restore it for use, for example as part of maintenance.

NOTE 2: Unlike rework, repair can affect or change parts of the nonconforming product.

*(Handwritten signatures and initials)*  
 Rajan Kumar, S. Chit... (S. Chit...), ...



## 5.2 PERFORMANCE RATING

### 5.2.1 Performance rating per call (CPR) for each call

$$\text{CPR} = 100 - 2x - y - 7z$$

### 5.2.2 Overall Performance rating (OPR) for a period will be calculated as

$$\text{OPR} = \frac{\sum \{(\text{CPR}) * (\text{PO Value of Call})\}}{\sum (\text{PO Value of Calls})}$$

### 5.2.3 Efficiency of Calls Inspected (%)

$$= \frac{\text{No. of Calls inspected within 03 working days after receipt of call}}{\text{Total Number of calls within period}}$$

### 5.2.4 Efficiency of Report generated (%)

$$= \frac{\text{No. of call for which reports generated within 02 days of completion of inspection}}{\text{Total Number of calls within period}}$$

**NOTE: PERFORMANCE RATING OF TPIA WILL BE MONITORED AND COMPILED EVERY MONTH USER UNIT WISE.**

**5.3** CQ will compile performance rating on monthly basis (OPR<sub>m</sub>) Quarterly basis (OPR<sub>q</sub>) and Cumulative basis (OPR<sub>c</sub>) and this will be discussed during TPIA Coordinators meet/ Quality Meet for any improvement in performance.

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**Example:**

Total Number of calls closed by TPIA User Unit after entering severity rating in January month for product inspected by "ABC TPIA Agency" for BHEL Hardwar Unit= 4

a) For Call No. 1, PO Value=Rs. 1,000

-No. of days delayed after prescribed time(x)= 1

-No of days delayed after two days to issue the report(y)=0 , which means Inspector has issue report within two days of Inspection

-Discrepancy in Inspection (z)=0, which means NO DISCREPANCY was found in Product Inspected

CPR= 100- (2\*1)- (1\*0)- (7\*0) = **98**

b) For Call No 2, PO Value=Rs. 2,000

-No. of days delayed after prescribed time(x)= 2

-No of days delayed after two days to issue the report(y)=0 , which means Inspector has issue report within two days of Inspection

-Discrepancy in Inspection (z)=1, which means DEPLOYMENT OF UNAPPROVED/NON-COMPETENT INSPECTION ENGINEERS

CPR= 100- (2\*2)- (1\*0)-(7\*1) = **89**

c) For Call No. 3, PO Value= Rs. 20,000

-No. of days delayed after prescribed time(x)= 0

-No of days delayed after two days to issue the report(y)=1 , which means Inspector has issue report on 3<sup>rd</sup> day, ie 1 day delay after 2 days

-Discrepancy in Inspection (z)=4, which NC-ACCEPTED WITH REPAIR AT MU/SITE

CPR= 100- (2\*0) - (1\*1) - (7\*4) = **71**

d) For Call No. 4, PO Value= Rs. 50,000

No. of days delayed after prescribed time(x)= 7

-No of days delayed after two days to issue the report(y)=1 , which means Inspector has issue report on 3<sup>rd</sup> day, ie 1 day delay after 2 days of Inspection

-Discrepancy in Inspection (z)=0, which means NO DISCREPANCY was found in Product Inspected

CPR= 100- (2\*7) - (1\*1)- (7\*0) = **85**

OPR of BHEL Hardwar Unit of ABC TPIA for Month of January

=  $\frac{\sum \{(CPR) * (PO \text{ Value of Call})\}}{\sum (PO \text{ Value of Calls})}$

=  $\frac{(98*1,000) + (89*2,000) + (71*20,000) + (85*50,000)}{1,000+2,000+20,000+50,000}$  = 59,46,000 / 73,000

= 81

**OPR=81** for the Month of January

*(Handwritten signatures and initials)*

## 5.4 CATEGORY OF PERFORMANCE

Overall Performance Rating OPR will be monitored online by CQ/USER Unit every month and If the OPR is found consistently low and less than 80 for a month which is unsatisfactory. The concerned user unit shall make an action plan with concerned TPIA to improve the effectiveness.

**Monthly Efficiency of calls inspected or Efficiency of reports generated should not be less than 95%.**

If inspection calls are not attended within prescribed time then penalty will be deducted as per clause No 2.4.2

However in any case both the efficiencies should not be less than 95%. If at any time they are found less than 95%, then User Unit will make an action plan with TPIA to improve these both parameters up to 95% and above.

### NOTE:

- (i) If any TPIA agency gets unsatisfactory rating i.e. OPR less than 80 for a month CQ will issue an advice letter to the **concerned** TPIA.
- (ii) If TPIA is issued advisory letter twice by BHEL (CQ) at any time, then the services of the TPIA may be temporary suspended for 2 months for that particular/concerned TPIA User Unit and during the period of suspension the planned business of that particular user unit will be given to other empanelled TPIAs.
- (iii) After the suspension period of 2 months, the revoking of suspended TPIA will be done as follows
  - The Quality Head of the concerned Unit (for which the services of TPIA has been temporary suspended) along with Nominated person from CQ will review the 2 months constant performance of the other User Units in which services of this suspended TPIA are being taken.
  - If OPR of this suspended TPIA is not less than 80 in other User Units, during suspended period, the services will be revoked in that User Unit for which services of TPIA was temporarily suspended.
  - If OPR of this suspended TPIA is found unsatisfactory, temporarily suspension period will be extended further for 2 months and clause no (ii) of this NOTE will also be applicable

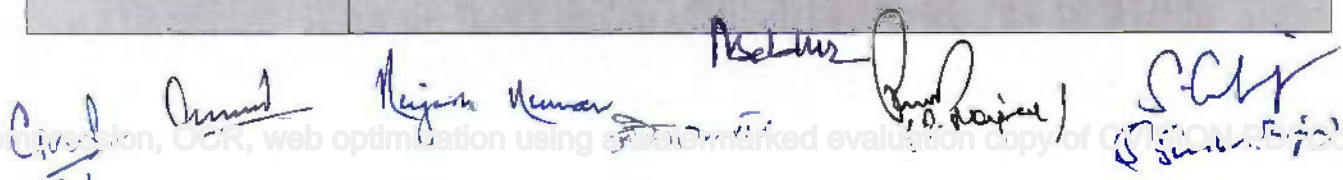
**NOTE: NAME "ABC TPIA AGENCY" USED HERE MEANS ANY TPIA AGENCY WHICH IS HAVING CONTRACT WITH BHARAT HEAVY ELECTRICALS LIMITED FOR THE PERIOD OF 2015-2017**

*[Handwritten signatures and initials at the bottom of the page]*

## SECTION VI

### ANNEXURES

Clause No.	Contents
Annexure I	Checklist for Bidders
Annexure II	Bid Form
Annexure III	Form Of 'Rate Contract Agreement '
Annexure IV	Bank Guarantee Bond
Annexure V	List of Consortium Member Banks
Annexure VI	Declaration Certificate (regarding banning , blacklisting from business)
Annexure VII	No Deviation Certificate
Annexure VIII	Integrity Pact
Annexure IX	Details of Independent External Monitor
Annexure X	Price Bid Format
Annexure XI	Monthly Report Formats



**ANNEXURE - I**

**CHECKLIST FOR BIDDERS**

(The bidder shall fill-up, sign, stamp and enclose the checklist with Techno-Commercial (Part-I) Bid. The bid shall be treated as incomplete in absence of it)

Name of Bidder:		Tick (which is applicable) and provide details(whenever required)						Evidence/Certificate OR Format OR Self Certified by Bidder	Page No. of Bid Document
Sl No	Requirement of Clause No.	ASME	ASTM	BIS	DIN	IEC	Others		
1	1.1.3							Evidence/Certificate	
2	1.2.1	Enclosed ISO-9001-2008 accreditation certificate						Evidence/Certificate	
		YES / NO							
3	1.2.1	Table 17	Sub-clause	Table 18	Sub-clause	Table 19	Sub-clause	Evidence/Certificate	
	1.2.2	7 Office at major locations as mentioned in clause		YES/NO		Certificate to provide 8 other office as per list in clause		Format AA/CQ/TPI/018/F/03	
		YES/NO		YES/NO					
	1.2.3	Previous Inspection Contracts successfully completed during last 7 years ending December 2014 ( Certified by CA)						Certificate by CA	
		Client	PO No.	Invoice No	Date of Invoice	Value in Crores			
		A							
		B							
		C							
	1.2.3	Completion Certificate of Inspection Contracts , successfully completed during last 7 years ending December 2014						Completion Certificate	
		Client	Year of Contract						
		A							
		B							
		C							



*Rajan Kumar*  
*P. D. Rajeev*  
*S. S. S.*



		Annual Financial Turnover (in Crores)					Audited Annual Reports		
		2011-12	2012-13	2013-14	Average				
6	1.2.4								
7	1.2.5	No of qualified Inspectors (Permanent only)		Mechanical		Electrical		Format AA/CQ/TPI/018/F/02 Rev 0	
		Degree	Diploma	Degree	Diploma				
8	1.2.5	Number of Inspectors having Level II & above -NDTE					Self-Certified by Bidder		
		UT	PT	MPI	RT	Other (Specify)			
9	1.2.5	Certificate submitted for Confirmation and Compliance of 3rd Point (including A,B,C,D,E,F,G,H,I) of Clause 1.2.5					Format AA/CQ/TPI/018/F/03 Rev 0		
		YES / NO							
1.2.6.1		All Degree Inspectors have 55% marks and 7 year of Experience in Inspection		All Diploma Inspectors have 55% marks and 10 year of Experience in Inspection		YES/ NO		Format AA/CQ/TPI/018/F/02 Rev 0	
		YES / NO		YES / NO					
11		Bidder meets Qualification and Eligibility requirements of Section-I, General requirements of Section-II and General Contract Conditions (GCC) of Section-IV.					Self-Certified by Bidder		
		YES / NO							
12	1.3	Complete data as per Table 1.3 / Format AA/CQ/TPI/018/F/01 Rev 0 is Enclosed					Format AA/CQ/TPI/018/F/01 Rev 0		
		YES / NO							
13		All the pages of Bid documents are accepted & signed by authorized signatory					NA		
		YES / NO							

*[Handwritten signatures and marks]*

*[Handwritten signature: Rajan Kumar]*

*[Handwritten signature: P. Rajeev]*

*[Handwritten signature]*



The notarized power of attorney is enclosed		Notarized Power of attorney	
	YES / NO		
14	3.3.2		
15	3.3.6	EMD – Demand draft is enclosed	EMD
16	3.3.5	Accept that bid is valid up to three months after price bid opening	Self-Certified by Bidder
17	3.3.3.3	Prices are firm up to validity period of rate contract	Self-Certified by Bidder
18	ANNEXURE VIII	Integrity Pact enclosed	Annexure - VIII
19	ANNEXURE VI	Declaration Certificate	Annexure – VI
20	ANNEXURE VII	No Deviation Certificate	Annexure - VII
21	1.3.4	Enclosed Memorandum and Article of association/Partnership deed/ Company Registration Certificate	Evidence/Certificate
22	1.3.10	Enclosed Income tax clearance certificate	Evidence/Certificate
23	1.2.1	Enclosed Quality Manual (of the bidder)	Quality Manual
24	1.3.12	Enclosed PAN & Service Tax registration letters	Evidence/Certificate

Signature/Seal of Authorized Signatory

**ANNEXURE-II****BID FORM**

Date .....

Name of Contract –Rate Contract with Third Party Inspection Agency

To  
GENERAL MANAGER,  
QUALITY CONTROL,  
HPBP, BHEL,  
TIRUCHIRAPPALLI- 620014

Sir,

- 1.0 With reference to the open tender No. ....dated ....., we the under signed, having examined the tender specification, including amendment, and offer to provide the services under above named contract in full conformity with the said tender specification.
- 2.0 **Annexure to the Bid Form**
- 2.1 In line with the requirement of the Bid document, Clause no 3.3.6 of ITB, Section III, we enclose herewith EMD in the form of bank draft no. .... Of ..... (Name of Bank)... For a sum of Rs. ....(Rupees.....) (in figures )..... (In words)
- 2.2 A power of attorney authorised by a Notary Public indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity in accordance with the ITB clause no.3.3.2.1(f) and 3.3.7.7.
- 2.3 Duly filled Check List for Bidder as per Annexure –I of Section -VI & Certificate of incorporation/ Registration along with support Documents as per clause no 1.3.7 of Section –I.
- 2.4 Bidder Certification Form (Format: AA/CQ/TPI/018/F/03 REV 0) as per clause 1.3.24

**3.0 PRICE SCHEDULES:**

3.1 In Line with the requirements of the Bid Documents, we enclose herewith the Inspection Charges as a percentage of Purchase Order Value as required by clause no 3.3.3 of section- III

3.2 We are aware that the Price Schedule do not generally give a full description of the work to be performed and we have read the Technical requirement & Specifications and the complete Bid Documents to ascertain the full scope of work while filling in the rates and prices. We agree that the entered rates and prices include the full scope as aforesaid including overheads and profit.

3.3 We declare that as specified in the Conditions of Contract, prices quoted by us in the Price Schedules are firm and we will not claim any price variation.

3.4 We have read the provisions of the general conditions of contract and confirm that these provisions are acceptable to us

4.0 If our bid is accepted, we undertake to provide security in the form and amounts, and within time specified in the bid document.

*Handwritten signatures and text:*  
Kajam Kumar  
M. S. Chitra  
S. Chitra



5.0 We agree to abide by this bid for a period of three calendar months from the date fixed for opening of price bid, and it shall remain binding upon us and may be accepted by BHEL at any time before the expiration of that period.

6.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours Faithfully  
Signature  
Printed Name  
Designation  
Common seal

Date  
Place:  
Business Address:

*[Handwritten signatures and text at the bottom of the page]*



**ANNEXURE-III**

**Rate Contract Agreement**  
(To be stamped in accordance with Stamp Act)

Agreement No. and Date -----Name of the Work -----  
Name of the Contractor with ----- Full Address -----  
Value of work awarded ----- Letter of Award No. & Date -----  
Scheduled Commencement Date -----Scheduled Completion Date -----

THIS AGREEMENT MADE THIS----- DAY OF ----- 2011 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) a Company incorporated under the Companies Act, 1956 having its Registered Office at BHEL House, Siri Fort, New delhi-110 049 therein after called BHEL) of the FIRST PART.

AND

M/S ----- (hereinafter called the 'Contractor', on the SECOND PART. WHEREAS M/s ----- have acquired and possess extensive experience in the field of -----  
And whereas in response to an Invitation to Tender No. -----Issued by BHEL for execution of -----, the contractor submitted their offer No. -----Dated-----

And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the letter of Award No. -----Dated----- read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No.----- (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract (GCC), Qualification and eligibility requirements, General requirements, Annexure, Letter of Award dated ----- and such other instructions given to him from time to time by BHEL:
2. The contractor is required to furnish to BHEL security deposit, minimum 50 %, in the form of pay order/demand draft/ local cheque No. -----dated----- drawn on ----- (Name of Bank) and maximum 50 % in the form of Bank Guarantee valid up to -----for a sum of Rs----- (Rupees-----) towards satisfactory performance and completion of the Rate contract.

*(Handwritten signatures and stamps at the bottom of the page)*

3. The contractor has furnished a Bank Guarantee bearing No. -----Dated-----  
-----For a sum of Rs-----executed by-----  
-----In favour of BHEL towards Security Deposit valid up to-----

OR

The contractor has furnished to BHEL a security deposit of Rs----- (Rupees-----  
-----) vide pay order/demand draft/ local  
cheque No. -----dated----- drawn on -----(Name of Bank) after adjusting  
EMD of Rs ----- (Rupees-----  
-) submitted vide pay order/demand draft/ local cheque No. -----Dated----- drawn on  
----- (Name of Bank) and furnished a Bank guarantee bearing No. -----  
-----Dated ----- for a sum of Rs-----executed by-----  
-----in favour of BHEL valid up to-----  
-----

4. The contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs----- (Rupees-----  
-----) from the bills in one instalment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs----- (Rupees-----)

5. That in consideration of the payments to be made to the contractor by BHEL units/ purchasing divisions in accordance with Clause 4.7 of GCC, the Contractor hereby covenants and undertakes with BHEL that they shall execute and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same

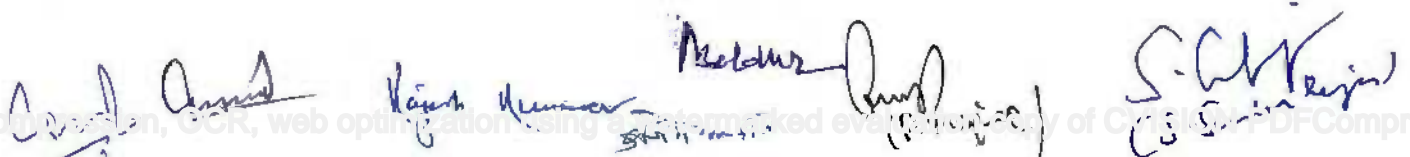
6. That the contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also satisfied himself as to the nature and character of the works to be executed by him.

7. That the contractor shall carry out and complete the execution of the said works to the entire satisfaction of BHEL within the agreed time schedule, the time of completion and accuracy of work being the essence of Rate contract.

8. That BHEL, after proper scrutiny of bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL Units/ Purchasing divisions in accordance with this agreement.

9. That this Rate contract Agreement shall be deemed to have come into force from -----the date on which the letter of award has been issued to the contractor.

10. That whenever under this Rate contract or otherwise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the GCC or other conditions governing this Agreement.





11. That all charges on account of Octroi, Terminal and other taxes, including sales tax or other duties on materials obtained for execution of the said works shall be done and paid by the contractor.

12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961

13. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor with respect to compensation payable to BHEL or contractor's obligations shall remain unaffected.

14. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the letter of Award shall prevail.

15. The following documents shall also form an integral part of and govern this agreement:

- I) Invitation to Tender No. -----and the documents specified therein
- II) Contractor's Offer No-----dated-----
- III) Letter of Award No. -----Dated-----
- IV) Tender Specification No. -----
- V) General Contract Conditions (GCC)
- VI) General Requirements
- VII) Qualification and Eligibility Requirement
- VIII) Price Schedule

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)

1. (to be signed by a person holding a valid power of attorney)

2.

WITNESS

(For and behalf of BHEL)

1.

2.

*[Handwritten signatures and names]*  
 Rajesh Kumar, Akshay Kumar, S. Chit...  
 (S. Chit...)





5. We, \_\_\_\_\_ (Indicate the name of the Bank) further agree with the company that Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  
7. We, \_\_\_\_\_ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee during its (Indicate the name of the Bank) currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ For \_\_\_\_\_ (indicate the name of the Bank)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Designation with Bank stamp

\_\_\_\_\_  
 Official Address

\_\_\_\_\_  
 Attorney as per Power of

\_\_\_\_\_  
 Attorney No.

\_\_\_\_\_  
 Dated:

WITNESS

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

NOTES:

1. The date will be Ninety (90) days beyond the Contract completion period as specified in the Contract
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

*[Handwritten signatures and names]*

Rajesh Kumar

Mohinder Singh

S. Chitra

**ANNEXURE- V**

<b>LIST OF CONSORTIUM MEMBER BANKS</b>			
<b>1</b>	State Bank of India	<b>16</b>	Indian Bank
<b>2</b>	Allahabad Bank	<b>17</b>	IndusInd Bank
<b>3</b>	Andhra Bank	<b>18</b>	Kotak Mahindra Bank Ltd
<b>4</b>	Axis Bank	<b>19</b>	Punjab National Bank
<b>5</b>	Bank of Baroda	<b>20</b>	Punjab & Sind Bank
<b>6</b>	Bank of India	<b>21</b>	Standard Chartered Bank
<b>7</b>	Canara Bank	<b>22</b>	State Bank of Hyderabad
<b>8</b>	Central Bank	<b>23</b>	State Bank of Travancore
<b>9</b>	Citi Bank- NA	<b>24</b>	Syndicate bank
<b>10</b>	Corporation Bank	<b>25</b>	Hong Kong and Shanghai Banking Corpn.
<b>11</b>	Deutsche Bank	<b>26</b>	The Royal bank of Scotland
<b>12</b>	The Federal Bank Ltd	<b>27</b>	UCO Bank
<b>13</b>	HDFC Bank	<b>28</b>	Union Bank of India
<b>14</b>	ICICI Bank	<b>29</b>	United Bank of India
<b>15</b>	IDBI Bank	<b>30</b>	Vijaya Bank

[Signature] [Signature] [Signature] [Signature] [Signature]



**ANNEXURE- VI**

Company Logo

**Letter Head**

BHEL Ref: Tender Notification No. \_\_\_\_\_ Dated \_\_\_\_\_

**DECLARATION CERTIFICATE**

I/ We do hereby declare that there is no case with the Police/Court/RBI/IRDA/SEBI/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/Any Quality assurance Body/Autonomous Body/Financial institution/Court. We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & Seal of the Firm)  
Date:.....

**ANNEXURE- VII**

Company Logo

**Letter Head**

BHEL Ref: Tender Notification No. \_\_\_\_\_ Dated \_\_\_\_\_

**NO DEVIATION CERTIFICATE**

This is to declare that we do not have any deviations to the terms & conditions of your tender specification no. AA/CQ/TPI/018/2007 REV 04 DTD 17.12.2014 and accordingly accept all the terms & conditions without any reservations whatsoever.

(Signature & Seal of the Firm)  
Date:.....

*[Handwritten signatures and names: Anand Kumar, Rajan Kumar, Madhusudan, S. Chitra]*

**ANNEXURE- VIII**  
**AA: MM: IP: R01 dtd 1.4.2010**

## INTEGRITY PACT

### Between

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

### And

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

### Preamble

The principal intends to award, under laid-down organizational procedures, contract(s) for

\_\_\_\_\_

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

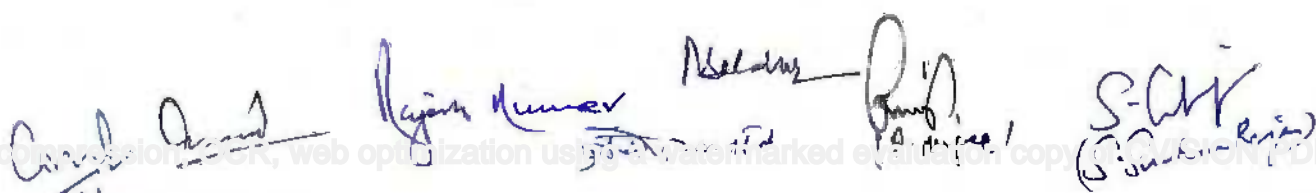
### Section 1- Commitments of the Principal

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

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

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

1.1.3 The Principal will exclude from the process all known prejudiced persons:



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

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

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

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

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

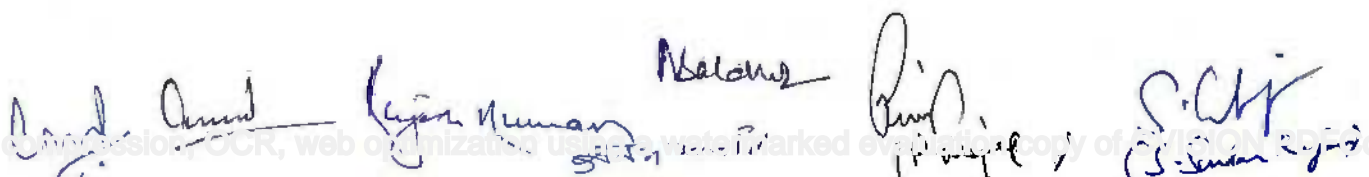
2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business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

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

  
The bottom of the page contains several handwritten signatures in blue ink. From left to right, they appear to be: a signature that looks like 'Anand', a signature that looks like 'S. Kumar', a signature that looks like 'Balaram', a signature that looks like 'S. Chit', and a signature that looks like 'S. Kumar'. There are also some illegible handwritten notes and dates scattered around the signatures.

#### Section 4 - Compensation for Damages

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

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

#### Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

*[Handwritten signatures and initials at the bottom of the page]*

**8.2** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

**8.3** The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

**8.4** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

**8.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

**8.6** The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

**8.7** The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

**8.8** If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**8.9** The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

**8.10** The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

**9.1** This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

**9.2** If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

*[Handwritten signatures and initials]*  
Rajesh Kumar  
Abhishek  
S. Chatterjee  
(P. Singh)  
(S. Chatterjee)



**Section 10 - Other Provisions**

**10.1** This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

**10.2** Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

**10.3** If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

**10.4** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**10.5** Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

\_\_\_\_\_  
For & On behalf of the Principal  
(Office Seal)

Place:

Date:

Witness:.....

(Name and Address).....

\_\_\_\_\_  
For & On behalf of the bidder/Contractor  
(Office Seal)

Witness:.....

(Name and Address).....

*Handwritten signatures and notes at the bottom of the page, including names like 'Rajon Kumar' and 'S. L. K.'.*

**ANNEXURE-IX**

**DETAILS OF INDEPENDENT EXTERNAL MONITOR**

To be decided by HPBP , BHEL, Tiruchirappalli for the New TPIA Contract

*Amal Anand*      *Rajan Kumar*      *Mohammed (Prof. Maier)*      *S. S. R. (S. S. R. Rajin)*

**ANNEXURE-X**

**SCHEDULE OF RATES (PRICE BID)**

Sr. No	Description	Percentage in two decimal point
1	Inspection charges as percentage (%) of basic PO value for the inspection of ordered items.	
	Percentage (in words)	
2	Taxes Applicable on Sl. No. 1 (as per Central/State Govt. laws)	
3	Total percentage of basic PO Value including taxes	
Total percentage including taxes (in words)		

1. Overall Evaluation of L1 will be done on the basis of price quoted at Sr. No. (1)
2. For claiming service tax, bidder to submit the service tax certificate for availing CENVET credit by BHEL

(Signature & Seal of the Firm)

*Handwritten signatures and text:*  
 [Signature] [Signature] Rajin Kumar [Signature] [Signature] S. Chitra (S. Chitra)

**ANNEXURE-XI**

Format No: AA/CQ/TPI/018/F/04 Rev 0 (4 sheets A, B, C, D)

A. Monthly Progress Report (Monthly)									
Name of TPIA									
S.No	Name of MU/Regions/ Engineering Centres	For the Month of			Total PO Value Inspected (Rs in Crores Actual)	Total Inspection Charges (Rs in Thousands) as per Invoice raised by TPIA	Value of Penalty Deducted If Any (Rs in Thousands)	Actual Inspection Charges (Rs in Thousands)	Feedbacks
		Number of Inspection Calls attended							
1	HPEP,Hyderabad								
2	PESD Hyderabad								
3	HEEP Hardwar								
4	Trichy								
5	Ranipet								
6	Bhopal								
7	PEM								
8	EDN								
9	Jhansi								
10	HERP,Varanasi								
11	CFP,Rudrapur								
12	PC,Chennai								
13	IVP,Goindwal								
14	EMRP,Mumbai								
15	PSNR								

To be continued on next page...



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*[Handwritten signature]*



**ANNEXURE-XI**  
 Format No: AA/CQ/TPI/018/F/04 Rev 0 (4 sheets A, B, C, D)

16	PSWR						
17	PSER						
18	PSSR						
19	ISG						
20	EPD						
21	TBG						
22	Other Units						
	Total						
Signature		Distribution (1 Copy each)					
Name of Issuing Authority		a) Coordinator BHEL- Corporate Quality (CQ)					
Date of Issue		b) Coordinator BHEL Purchasing Unit/Division					

**B. Critical Observation by TPIA at Vendors works as per clause No. 2.2.10.4 (Monthly)**

Name of TPIA Agency							
For the Month of							
Sl No	Name of Inspector	Date of Inspection	PO/Call Ref/ Call No	Name of Component	Drawing/ Specification No	As Required	Critical observation Gap/NCR Noticed
1							
2							
Signature		Distribution (1 Copy each)					
Name of Issuing Authority		a) Coordinator BHEL-Corporate Quality (CQ)					
Date of Issue		b) Coordinator BHEL Purchasing Unit/Division					

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*Handwritten signature*

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*Handwritten signature*

**ANNEXURE-XI**

Format No: AA/CQ/TPI/018/F/04 Rev 0 (4 sheets A, B, C, D)

**C. Number of Calls Attended by Individual TPIA Inspector (Monthly)**

Name of TPIA Agency For the Month of			
Sl No	Office Location of Inspector	Name of Inspector	Number of Calls attended
1			
2			
Signature		Distribution (1 copy each)	
Name of Issuing authority		a) Coordinator BHEL- Corporate Quality (CQ)	
Date of Issue			



*Amal Kumar*

*M. Sridhar*  
*S. Chitra*  
*(Coordinator BHEL)*



**ANNEXURE-XI**

Format No: AA/CQ/TPI/018/F/04 Rev 0 (4 sheets A, B, C, D)

D. Addition/Deletion of Inspection Engineers as per Clause No 2.3.2 (Monthly)									
Name of TPIA									
For the Month of:									
SI No	Total No of Inspectors approved initially	No of Inspectors Deleted			No of Inspectors Added			Reason for Addition	
		Name of Inspector	Discipline	SI no as per approved list	Reason for Deletion	Name of Inspector	Discipline		
1									
2									
Signature									
Name of Issuing Authority									
Date of Issue									
Distribution (1 Copy each)									
a) Coordinator BHEL- corporate Quality (CQ)									

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*