



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

QUALITY CONTROL

TITLE Empanelment of Third Party Inspection Agencies for Inspection of Bought out Items	Phone: +91 431 2575788 Fax : +91 431 252 0730 Email : gmathi@bheltry.co.in
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	Reference Number: Enquiry- BHE:QC:TRY:TPI:BOI:001	Enquiry Date: 03.04.2013	Due date for submission of quotation: 29.04.2013
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Sealed Tenders are invited by AGM/QC for rate contract with Third Party Inspection Agencies for BOI subject to terms and conditions of Tender Specification No: AA/CQ/TPI/018/2007 Rev.03 Dtd. 20.02.2013.

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "BHE:QC:TRY:TPI:BOI:001"	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharat Heavy Electricals Limited AGM Quality Control New Quality Building(Ground Floor) BHEL,Trichy-14 Ph:0431-2575788 Fax:0431-2520730 Email: gmathi@bheltry.co.in



Bharat Heavy Electricals Limited

High Pressure Boiler Plant
Quality Control Department
Tiruchirapalli 620 014 , India

Phone : 0431-2575788
Fax : 91-(0431)-2520730
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AN ISO 9001 COMPANY

Enquiry No. BHE: QC: TPI: BOI :001

Date:03.04.2013

Enquiry for Empanelment of Third Party Inspection Agencies for Inspection of Bought out Items

BHEL is interested in utilizing the services of reputed inspection agencies for the inspection of BOI. The period of Inspection will be Two years from the date of execution of inspection contract.

Kindly offer your Quotation in Two Parts in separate sealed covers. Part A – Technical Bid and Part B – Price Bid. Earnest Money Deposit (EMD) amount of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of crossed Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at Tiruchirapalli shall be sent along with your offer.

Inspection agencies shall quote a SINGLE RATE PER PO value. of finished goods. No escalation of rate is admissible during the contract period. The inspection agency shall quote the rate exclusive of service tax and education cess as applicable. No other taxes or duties will be paid by BHEL other than the above. However, additional financial implications on account of statutory changes and new levies subsequently introduced will be reimbursed by BHEL on production of documentary evidence.

We request you to furnish your quotation IN TWO PARTS viz.,

Part A – Technical Bid with details and EMD of Rs2,00,000/- as mentioned above.

NOTE-1: Without full details of any one of the above. The agency will be disqualified from Technical bid and become not eligible for price bid opening and all pages shall have original seal and signature of the Authorized persons.

Part B – Price Bid as per the enclosed format .

Technical BID (A) and Price Bid (B) shall be in separate sealed covers. Both the sealed covers should be sent together in one sealed cover clearly indicating the NIT No and enquiry Reference and Name of Work addressed to “AGM/QC , Ground Floor, New Quality Building, BHEL, Tiruchirapalli-620014” on or before **29.04.2013 14.00Hrs.**


Part A – Technical Bid will be opened on **29.04.2013 at 14.30Hrs.** at AGM/QC office in **Ground Floor, New Quality Building, BHEL** in the presence of the Inspection Agencies / Authorised Representatives. Only the Technical bid meeting all the requirements shall be considered technically suitable. BHEL shall have the rights to

visit /interact with the clients of the bidders to verify their capability and strength. Any adverse remarks from BHEL sister units is liable for disqualifying from Technical Bid. BHEL has got rights to go for Reverse auction. The Reverse auction will be conducted only with those who are technically suitable after scrutiny by BHEL on a suitable date with due intimation.

BHEL reserves the right to reject any offer without assigning any reason and also enter into contract with more than one Inspection Agency by sharing the total quantum of work and L1 bidder shall be considered for major share of work load. The probable number of agencies and the approximate percentage of load sharing will be based on the response.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited


(G.MATHIVANAN)
AGM / QC

Encl:

Tender Specification-AA/CQ/TPI/018/2007 Rev.03 Dtd.20.02.2013



TENDER SPECIFICATION FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY

TENDER SPECIFICATION NO.

AA/CQ/TPI/018/2007 REV.-03 DTD.

20.02.2013

BHARAT HEAVY ELECTRICALS LIMITED

Melehar
(Ray Bahadur)

SRD (P.I.R.D. Iyer)

Prithvi Varman
(G. Meethi Varman)

TENDER SPECIFICATION
FOR RATE CONTRACT WITH
THIRD PARTY INSPECTION AGENCY

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1.5	Particulars of Inspection Agency (format)

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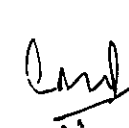

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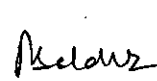
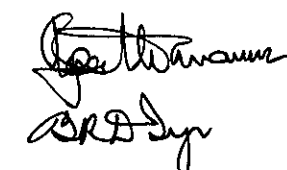
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QUALIFICATION AND ELIGIBILITY REQUIREMENT

Clause Nos.			Contents
1.1			<u>GENERAL</u>
	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 and timeliness.
	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 etc.
	1.1.4		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. (Evidence to be furnished)
	1.1.5		The bidder should submit reference list of clients as per Clause No 1.5.15 of Particulars of Inspection Agencies for whom inspection and related activities were carried out during last five years.
	1.1.6		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.
1.2			<u>MINIMUM QUALIFYING REQUIREMENT</u>
	1.2.1		The bidder should have well-defined and implemented Quality Management System and must be an ISO: 9001-2008 certified organization and shall also be certified to ISO/IEC: 17020-2010
	1.2.2		The Bidder should have a countrywide network of minimum 15 (fifteen) offices/ branches at major cities to cover the whole country effectively out of which at least seven inspection offices should be at any of these locations covering different states : Delhi, Mumbai, Pune, Hyderabad, Chennai, Bangalore, Vadodara, Bhopal/Indore, Ahmedabad and Kolkata. The offices should be in operation for last three years. Each office/ branch should have sufficient persons to handle inspection calls.
		1.2.2.1	Bidder shall agree for Reverse Auction.
	1.2.3		The bidder should have minimum of 10 years experience of Third Party inspection and related activities in major Engineering Industries. The Bidder should enclose documentary evidence of experience in Engineering Industries in any of the following manner:-
		1.2.3.1	Evidence of satisfactory performance / service from minimum five customers in engineering industries.
		1.2.3.2	Evidence of successful execution of minimum (five) contracts starting from the date of incorporation.
	1.2.4		The bidder should have minimum Rupees. 8.00 (eight) crores turnover during the year 2011-12 and average turnover of last 3 years should be minimum Rs. 5 crores (Five crores) from inspection services within India only.

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Clause Nos.		Contents
	1.2.5	<p>For BHEL jobs the Bidder should have a team of minimum 110 (one hundred and ten) qualified and experienced persons comprising of 70-75% in Mechanical Discipline (Mechanical Engg. /Metallurgy / Production Engg. / Marine Engg.) and 25-30% from Electrical Discipline (Electrical/ Control & Instrumentation/ Electronics) engaged in inspection work in Engineering Industry. Out of this, minimum number of inspection Engineers having a mix of disciplines as given above, deployed in different regions in India, shall be as below :</p> <p>Eastern region - 10</p> <p>Northern Region – 25</p> <p>Southern Region – 25</p> <p>Western Region - 35</p> <p>Each office as mentioned in clause 1.2.2 shall have minimum 3 qualified and experienced persons with proper mix of persons from Mechanical & Electrical Discipline for handling the inspection load in the region.</p>
	1.2.6	<p>Bidder shall submit the Bio-data of all persons, engaged in inspection, including qualification duly verified by the bidder (Technical/ additional), experience, field of expertise and attested specimen signature at S.No 1.5.16 of "Particulars of Inspection Agency"</p> <p>The Bidder shall submit the bio-data of the inspection engineers (refer 1.2.8) for approval by BHEL. Only BHEL approved Inspection engineers will be deputed for inspection. The approved list will be maintained by the bidder and addition/deletion will be informed to BHEL by the bidder. Age of inspection engineers employed not to exceed 65 years.</p> <p>For critical items identified by BHEL units, BHEL may select inspectors from the already approved list.</p> <p>For inspection, Bidder shall ensure deployment of :</p> <p>i) Metallurgical / Mechanical Engineer with NDT qualification for castings, forgings, bars, billets, blooms etc.</p> <p>ii) Electrical engineer for electrical items.</p> <p>iii) Instrumentation Engineer for Instrumentation and Controls.</p> <p>iv) Mechanical Engineer for Mechanical items</p>
	1.2.7	All inspection personnel, engaged in inspection, should have at least following qualification and experience:
	1.2.7.1	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.
	1.2.7.2	Penetrant Test certification Level II as per SNT TC 1A from reputed accredited agencies (for inspection personnel attending mechanical/ metallurgical items).
	1.2.7.3	Experience in preferably assorted products (as per product list enclosed) and not in a particular field.

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Clause Nos.		Contents	
	1.2.8	1.2.8.1	At least 30% of inspection personnel should have Level II NDE Qualification in Radiography, Ultrasonic and Magnetic Particle as per SNT-TC-1A - in each region for each bidder in Mechanical/ Marine/ Production/ Metallurgical. Only Level II qualified person in respective NDT shall verify or witness the NDE test report/ results.
		1.2.8.2	At least 75 Inspection personnel being offered to BHEL shall be permanent employees with employment of at least two ^{six months} years with the bidder. For this PF statement of employee shall be submitted. Balance inspectors shall have at least three years of running contract with bidder. No consultant or Freelancer is allowed for BHEL inspections. Permanent employees shall be used for BHEL inspection and approval of inspectors on Contract basis beyond 35 nos.(total) shall be at the discretion of BHEL after verifying that permanent employees are fully utilised for BHEL jobs. The frequency of approval of inspectors, on contract basis, will be once in six months. All inspection personnel shall carry photo identity card issued by respective TPIA.
1.3			BHEL may verify the Qualification and experience records of all inspectors and additionally conduct interview for the inspection engineers on contract before approval of their technical competence and reporting ability. <u>Approval by BHEL shall not absolve the Bidder of their responsibility for ensuring correctness of inspection and timely attending the calls.</u> It will be responsibility of the Bidder to ensure that suitable candidates are only employed for inspection of BHEL jobs. Thorough verification of Qualification records, experience and knowledge shall be ensured by Bidders. BHEL also reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract.
1.4			No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.2. Any offer not meeting above requirements shall stand rejected.
1.5			The bidder shall fill the format for "Particulars of Inspection Agency" given below.
<u>Particulars of Inspection Agency</u>			
1.5.1	Name of Company:		
1.5.2	Head Office:		
	i)	Address:	
	ii)	Phone No.:	Fax No.:
	iii)	E-mail:	Website
1.5.3.	Chief Executive:		
	i)	Name:	
	ii)	Designation:	
	iii)	Office Address:	
	iv)	Phone No.:	Landline: Mobile:
	v)	E-mail:	
	vi)	Qualification	
	vii)	Profile	
	viii)	Experience	

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Clause Nos.		Contents		
1.5.4	Ownership Status:	(Please put ✓ mark in appropriate box)		
		Govt. of India Undertaking	State Govt. Undertaking	
		Public Limited Company	Private Limited Company	
		Partnership/Individual Firm	Others (Please specify)	
(Please submit documentary proof, such as, Memorandum & Articles of Association, Company Registration Certificate, Partnership Deed, as applicable)				
1.5.5	i)	Total No. of Persons:		
	ii)	No. of persons engaged in inspection		
	iii)	Total no. of branches		
Clause Nos.		Contents		
1.5.6	Particulars of Branches: (Add separate sheet if required)			
	i)	Location:		
	ii)	Name of Branch Manager		
	iii)	Address:		
	iv)	Phone No:	Landline:	Mobile:
	v)	Fax No.:		
	vi)	Website:		
	vii)	E-mail:		
	viii)	Total No. of persons:		
	ix)	No. of persons engaged in inspection:		
1.5.7	Date of Incorporation/Registration:			
1.5.8	Turnover of the Company from inspection services for the last 4 years:	<u>Year</u>	<u>Turnover</u> (in Rs. Crore)	<u>Remarks</u>
		# 2009-10		
		# 2010-11		
		# 2011-12		
		2012-13 (prov.)		
		Average of #		
1.5.9	Audited Annual Report for the last 3 years (to be enclosed)			
1.5.10	Income Tax Certificate for the last 3 years (to be enclosed)			
1.5.11	Bankers Name and Address:			
1.5.12	Registration with Statutory bodies:			
	a	Income Tax PAN No.		
	b	Service Tax Registration No. (Please enclose relevant letter/ certificate)		
1.5.13	a	ISO: 9001 – 2008 certified:	Yes / No	
	b	If Yes, year of Certification		

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Clause Nos.	Contents	
c	Certification Body & Certificate No.	
d	ISO/ IEC:17020 certified:	Yes / No
e	If Yes, year of Certification	
f	Certification Body & Certificate No.	
1.5.14	Organisation : (Please enclose Organisation Chart)	
1.5.15	List of Clients during last five years:	
	Sl. No.	Client
	Supplier(s)	Item(s)
	P.O/ Contract No.	Value
	Remarks	
1	2	3
4	5	6
7		
1.5.16	i) Bio-data of all persons engaged in inspection:	
	Sl. No.	Name
	Permanent/ Contract	Technical Qualification
	Additional Certification (NDT)	Experience in inspection
	Specimen Signature (Attested)	Remarks
	No. of Years.	Field
1	2	3
4	5	6
7	8	9
ii) Summary:		
a)	Mechanical Discipline	Permanent Nos. : Contract Nos.:
	PG/ Graduate Engineers	Permanent Nos. : Contract Nos.:
	Diploma Engineers:	Permanent Nos. : Contract Nos.:
b)	Electrical Discipline	Permanent Nos. : Contract Nos.:
	PG/ Graduate Engineers	Permanent Nos. : Contract Nos.:
	Diploma Engineers:	Permanent Nos. : Contract Nos.:
	TOTAL:	
1.5.17	Type of Services offered:	
1.5.18	Did you provide TPI services to any BHEL Unit/ Division?	Yes / No
	If Yes, please give details.	
1.5.19	Whether any litigation/ Arbitration is pending:	Yes / No
	If Yes, please give details.	
1.5.20	No deviation certificate (in the format enclosed- Annexure: VII):	
1.5.21	Information regarding banning , blacklisting from business (as per format enclosed- Annexure- VI)	
1.5.22	Agreed for Reverse Auction	Yes / No
1.5.23	Any other information: (use additional sheet, if required)	

Signature of Authorized Person
Name:
Date:
Seal:

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Secretary

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SECTION – II

GENERAL REQUIREMENTS

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2.7	INDICATIVE LIST OF PLACES
2.8	INDICATIVE LIST OF ITEMS

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SECTION – II
GENERAL REQUIREMENTS

Clause Nos.	Contents
2.1	<p>Introduction: Bharat Heavy Electrical Limited (BHEL), a Navratna Public Sector Undertaking, is one of the largest Engineering & 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>BHEL procures wide range of raw materials, consumables, bought-out/ directly despatchable 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>BHEL proposes to empanel <u>Third Party Inspection (TPI)</u> Agency to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units & division as given below (indicative):</p> <ol style="list-style-type: none"> 1. Heavy Electrical Equipment Plant, Hardwar 2. Central Foundry Forge Plant, Hardwar 3. Heavy Electrical Plant, Bhopal 4. Transformer Plant, Jhansi 5. Heavy Equipments Repair Plant, Varanasi 6. Components Fabrication Plant, Rudrapur 7. Heavy Power Equipment Plant, Hyderabad 8. PE & SD, RC Puram, Hyderabad 9. High Pressure Boiler Plant, Tiruchirapalli 10. Seamless Steel Tube plant, Tiruchirapalli 11. Piping Centre, Chennai 12. Boiler Auxiliaries Plant, Ranipet 13. Industrial Valves Plant, Goindval (Punjab) 14. Electronic Division(EDN) Bangalore 15. Power Plant Piping Unit, Thirumayam 16. Industrial Systems Group, Bangalore 17. Electro-Porcelain Division Bangalore 18. Insulator plant, Jagdishpur 19. Project Engineering Management, Noida 20. Transmission Business Group 21. Power Sector: Northern, Eastern, Western and Southern Regions 22. Centralised Stamping Unit and Fabrication Plant, Jagdishpur. 23. EMRP, Mumbai <p>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.</p> <p>The scope of work and other requirements are given in forthcoming sections.</p>

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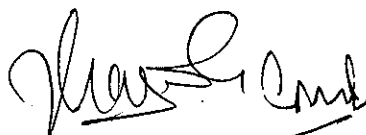

Clause Nos.		Contents
2.2		Following shall be included in the scope of work :
	2.2.1	Inspection of Purchased and Bought -out items ordered by BHEL Units/ Divisions/ Subsidiaries of BHEL from all over India (for indigenous and export contracts) at suppliers/ sub-suppliers works and identified Testing 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. Estimated Annual Value of goods to be offered for inspection is approximately Rs 3400 (Rs.Three thousand and four hundred only) Crores and may vary depending on market conditions.
	2.2.2	Co-ordination with BHEL's Customers for joint inspection and clearance after confirmation of date of visit of customer by respective unit to TPIA
	2.2.3	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. An Indicative list of places is given at 2.7 for reference.
	2.2.4	An indicative list of items / materials, which are normally inspected, is given at 2.8 for reference.
	2.2.5	Exact scope of work shall be defined by the Purchasing Divisions of BHEL or Subsidiaries of BHEL.
	2.2.6	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.
	2.2.7	Inspection Documents: The copy of Purchase Order and applicable documents like Quality Plan, 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.
	2.2.8	Coordination with BHEL customer:
	2.2.8.1	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.
	2.2.8.2.	In case, customer inspection is required after TPIA inspection, the inspection agency shall carry inspection before offering to the customer.
	2.2.9	<u>Time for attending inspection call:</u>
	2.2.9.1	The inspection call shall be attended within three working days from the date of receipt of call if the proposed date is within three days (from date of receipt of call). TPIA to note that there may be situations where inspection calls may have to be attended at short notice for which necessary requests may be made by BHEL units.

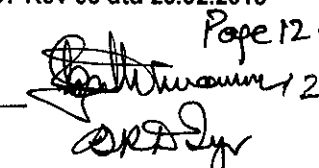
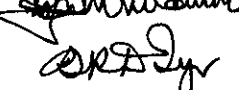
Clause Nos.			Contents
		2.2.9.2	If the proposed date of inspection provides a notice of three or more days in advance, the inspection shall be attended on the proposed date.
		2.2.9.3	In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail.
	2.2.10		Inspection Methodology: Inspection shall be carried out as per provision of Purchase Order and applicable inspection documents like Quality Plan, approved drawing, data -sheets and purchase specification etc.
		2.2.10.1	The stage inspection shall be done, if called for in Quality Plan, PO or any other applicable document at the works of main supplier or sub- supplier or Testing Laboratory
		2.2.10.2	The supplier shall provide all necessary facilities for carrying out inspections, measurements & testing.
		2.2.10.3	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.
		2.2.10.4	The inspection agency shall ensure use of calibrated measuring instruments and equipments.
		2.2.10.5	The inspection agency shall review/ verify/ witness (as applicable): i) Material Test Certificate & traceability records to ensure use of correct material. ii) Supplier's internal QC records. iii) Compliance with process parameters as per Quality Plan. iv) Qualification of equipment, process & personnel for special Processes like welding, brazing, NDE, painting & metal coating etc. v) Type- test or any special test called for in the PO. vi) The Inspection Agency shall endorse all verified certificates with comments (Witnessed or Verified) as per applicable document. In the dimension report the dimensions checked/ witnessed shall be encircled and marked 'W'.
		2.2.10.6	The Inspection Agency shall carry out visual and dimensions inspection, NDE and material testing etc. as per applicable documents.
		2.2.10.7	In case of non-conformance or ambiguity between Purchase specification, Approved Drawing, Data Sheet, Quality Plan etc., inspection agency shall report Non-Conformance through Inspection Report on the date of inspection itself and intimate the Unit.
		2.2.10.8	Inspection shall be treated as complete only when final inspection report 'for acceptance' is issued after completing all stages of inspection.

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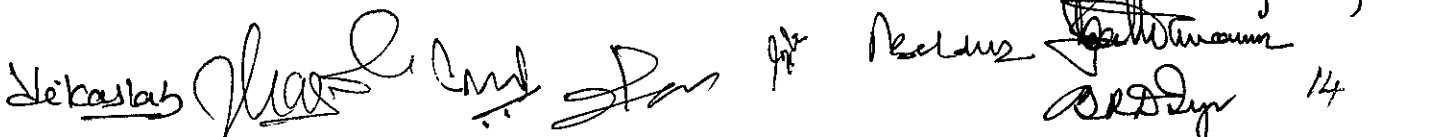
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As per  

Clause Nos.			Contents
		2.2.10.9	The accepted items shall be identified with seal and reference of seal given in the Inspection Report (IR). Location of seal shall be mentioned in the Inspection report.
	2.2.11		Submission of Inspection Report (IR):
		2.2.11.1	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 <u>48 hours</u> . Subsequently Scanning of Original signed IR, and all Quality Documents 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.
		2.2.11.2	The inspection report (IR) shall essentially contain following details: i) Purchase Order No. ii) Inspection Report No. iii) Name of Supplier iv) Proposed date of Inspection. v) Date of clarification taken, if any vi) Date(s) of Inspection vii) Date of completion of inspections viii) Description of Items ix) P.O. Sr. No. of Items x) Details of billing break up (if applicable) xi) Reference of Quality Plan and other applicable documents referred for inspection. xii) Quantity offered, accepted, reworked, rejected, cumulative quantity accepted and consumed in testing. xiii) Inspection / Sampling Plan followed xiv) Inspection checks / test carried out xv) Deviation / Concession, if any xvi) Acceptance status/ code xvii) CHP / MDCC No. (if applicable) xviii) Details of short supplies xix) Details of loose items supplied xx) Any other information. It shall be ensured that all records of verification and inspection are enclosed with IR.
		2.2.11.3	The Inspection Agency shall ensure that original signed IR and all inspection records is received by the Unit within seven (7) days from the date of final inspection.
		2.2.11.4	The inspection agency shall report critical observations on suppliers to Unit separately, on quarterly basis, and give suggestion for improvements.







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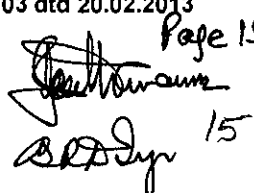
Clause Nos.			Contents
	2.2.11.5		<u>Monthly Status Report:</u> The inspection agency shall submit the monthly status report (Tentative format is given in Annexure XI for information only) to Unit with a copy to Corporate Quality Division, Noida indicating the details of inspection carried out, value of inspected items (Monthly + Cumulative), inspection charges, time taken to attend the call/ issue of report and pending inspection calls.
	2.2.11.6		The Inspection Agency shall furnish any other report as agreed mutually with the BHEL unit without any additional charges.
	2.2.11.7		<u>Feedback Analysis:</u> 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.
	2.2.11.8		<u>Record Keeping:</u> The inspection agency shall retain the inspection record for a period of 2 years after inspection.
	2.2.11.9		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.
	2.2.11.10		<u>Periodic Review Meetings:</u> Bidder shall agree for quarterly review meetings, regarding performance of Inspection Agency, with BHEL at convenient locations as decided by BHEL Units/ Corporate Quality.
2.3			<u>Assignment</u>
	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 six months. Additional manpower shall be got qualified / approved by BHEL. The Departments/ Agency(ies) within BHEL that will deal with this activity shall be intimated to successful Bidders subsequently.
2.4			<u>LIQUIDATED DAMAGES</u>
	2.4.1		<u>Discrepancy in Inspection (DI):</u> If any discrepancy is found during checking /audit of inspected items received at Unit / Site or feedback received from customer on aesthetic appearance, mismatching or malfunctioning etc. (during use in the Shop, Erection, Testing or Commissioning) and / or records and it is established that the discrepancy is on account of inaccurate/ inadequate inspection, the inspection charges of the concerned item shall be deducted from pending bills and /or security deposit amounts.



 The signatures and initials are handwritten in black ink. From left to right, they include: a large signature, a signature with 'for' written below it, a signature, and a signature with '14' written below it.

Clause Nos.			Contents
	2.4.2		<p>Delay In Inspection: <u>Response to inspection request (RIR)</u> : If inspection calls are not attended within prescribed time (as per clause 2.2.9), 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 payable by TPI Agency. 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>
2.5			Performance Monitoring
	2.5.1		The performance of Inspection Agency shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/ sites, feedback of suppliers, Surveillance/ Audit report of Corporate Quality Division/ Unit (Purchasing Divn.) Quality and feedback from Customers
	2.5.2		<p><u>Reduction in share of Business/ cancellation on the basis of overall performance based on clause 2.4:</u> For performance, the weightage assigned to discrepancy in inspection (DI) : 0.6 For performance, the weightage assigned to response to inspection request(RIR): 0.4 If cumulative value (reviewed in October, January, April of a financial year) on account of DI and RIR calculated as $(0.6 \times DI + 0.4 \times RIR)$ is equal to or exceeds limits as given below, the reduction in business shall be as under:</p> <p>Case A: $0.6 \times DI + 0.4 \times RIR \geq 3\%$ of Inspection charges (Warning in writing) (3 written warnings during the contract period will be treated as case B)</p> <p>Case B: $0.6 \times DI + 0.4 \times RIR \geq 5\%$ of Inspection charges, then business share will be reduced by 25%. (3 Cases during the contract period will be treated as case C)</p> <p>Case C: $0.6 \times DI + 0.4 \times RIR \geq 10\%$ of Inspection charges (Cancellation of contract)</p> <p>In case of reduction of 25% business share/ cancellation of contract of any bidder, as given above, the portion of share removed will be distributed among the remaining bidders proportionate to the initial distribution.</p>
	2.5.3		BHEL may conduct the audit/ investigation at supplier's work/ inspection agency as deemed necessary.
2.6			BHEL reserves the right to add, delete or modify above general requirements.



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Clause Nos.		Contents			
2.7		LIST OF PLACES (Indicative)			
		Northern Region (J&K, Punjab, Himachal, Haryana, Chandigarh, Delhi, UP, Uttarakhand, Rajasthan, MP)	Southern Region (Kerala, TamilNadu, Pondicherry, Karnataka, AP)	Eastern Region (NE, West Bengal, Bihar, Jharkhand, Orissa, Chattisgarh)	Western Region (Maharashtra, Gujarat, Goa, Daman & Diu, Dadra Nagar Haveli)
		Delhi	Hyderabad ,	Howrah	Mumbai
		Faridabad	Patancheru,	Patna	Pimpri
		Gurgaon	Pashamailaram	Rourkela	Miraj
		Ambala	Bidar	Bhubaneshwar	Nagothane
		Bahadurgarh	Zaheerabad	Tata Nagar	Daman
		Ballabhgarh	Kottur	Bhilai	Umbergam
		Sonipat	Vishakhapatanam	Durg	Sachin
		Panipat	Anekapalli	Raipur	Bharuch
		Dharuhera	Kakinada		Jamnagar
		Yamunanagar	Vijaywada		Bhuj
		Hissar	Guntur , Tirupati		Dholka
		Chandigarh	Kondapuri		Dharangadhara
		Jalandhar	Kedgao		Rajkot
		Ludhiana	Jejuri		Lonavala
		Rajpura	Saswad		Pune
		Jaipur	Baramathi		Kolhapur
		Udaipur	Ranjangao		Nasik
		Jodhpur	Chakan		Silvassa
		Ajmer	Walchand Nagar		Vapi
		Abu Road	Shindiwadi		Surat
		Dehradun	Bangalore		Ahemdabad
		Roorkee	Tunkur		Chhtral
		Muzaffarnagar	Mysore		Lakhter
		Agra	Ramnagaram		Bhav Nagar
		Kanpur	Hasur		Chinchwad
		Lucknow	Hubli		Kirloskarwadi
		Allahabad	Belgaon		Ahmed Nagar
		Ghaziabad	Goa		Tarapur/Boisar
		Noida	Chiplun,		Satara
		Bulandsahar	Ratnagiri		Valsad
		Sikandrabad	Swanthwadi		Ankeleswar
		Kasna	Palghat		Gandhi Nagar
		Meerut	Alwaye		Ralkanpur
		Gwalior	Coimbatore		Surendra nagar
		Bhopal	Chennai		Sindudurg
		Indore	Trichy		Khopli
		Dewas	Pondicherry		Nagpur
		Katni	Ranipet		Jalgaon

			Contents			
			Faridabad	Kanchipuram		Vadodara
			Batala	Maratmalaingar		Anand
			Gurgaon	Goomdipundi		
			Saharanpur	Panangard		
				Madurai		
				Renugunta		
				Phukuttai		
2.8			LIST OF ITEMS (Indicative)			
			A – Mechanical Items			
			Sl.No.	Item	Sl.No	Item
			1.	Forging	33	Carbon Brush
			2.	Casting	34	Steel Wire Rope
			3	Blade Bars	35	Tubes
			4.	Shafts	36	Lub Oil System
			5.	Coupling	37.	Blowers
			6.	Springs	38	Hangers
			7.	Bearings	39	Silencer
			8.	Fittings	40	Pressure Vessel
			9.	Diversers	41	Belts
			10.	Non-Metallic/Metallic/Rubber	42	Chain
			11.	Hoses	43	fold
			12.	Pipes	44	Cable Tray
			13.	Non-Metallic/Metallic Tubes	45	Local Instrument Racks
			14.	Filters	46	Sight Flow Glasses
			15.	Strainers	47	Turbine for Pump
			16.	Expansion Joints	48	Boiler Feed pump
			17.	Valves	49.	Snubbers
			18.	Actuators	50	Air Trap
			19.	Fabricated Structures	51	Steam Trap
			20.	Pumps	52	Oil/air cooler/coolers
			21.	Machined Components	53	Floor Grills
			22.	Metallic Expansion Bellows	54	Compensators
			23.	Rubber Expansion Bellows	55	Aluminium Sheets
			24.	Dished end	56	Air cylinders
			25	Idler Roller	57	Stator frames
			26	Tube Sheet	58	Water boxes
			27	Gear	59	De-aerators
			28	Gear Box	60	Bowl mills items
			29	Pinion	61	Refractory materials
			30	Thermo well	62	FGD components

Clause Nos.			Contents			
			31	Flange	63	PE & SD BOIs & Packages
			32	Carbon Ring	64	PEM BOIs & Packages (as per G)
			B. Electrical Items		C. C&I Items	
			Sl.No.	Item	Sl.No	Item
			1.	Solenoid Valves	1.	Flow Meter
			2.	Motors	2.	Control Valves
			3.	Transformer	3.	Ash Level Indicator
			4.	Neutral Grounding Resistor	4.	SWAS Panel
			5.	Heaters	5.	Orifice Plate Assembly
			6.	Lightening Arrestor	6.	Flow Nozzle Assembly
			7.	Insulator	7.	Venturi Meter
			8.	Seal of Bushing	8.	Pressure Gauge
			9.	PTFE Cable	9.	Temperature Gauge
			10.	PVC – FRLS Cable (Power, Control, Instrumentation)	10.	Pressure Switch
			11.	XLPE Cable	11.	Temperature Switch
			12.	Off Circuit Tap Switch	12.	Controllers
			13.	On line Tap Changer	13.	Recorders
			14.	Surge Capacitor	14.	Relays
			15.	Push Button Station	15.	Pressure Transmitter
			16.	Junction Box	16.	Temperature Transmitter
			17.	Cable Accessories	17.	Differential Transmitter
			18.	Electrical Panel	18.	Resistance Temperature Detector
			19.	Motor Controls Centres	19.	Thermocouple
			20.	Cable Gland		
			21.	Cable Marker		
			D. Raw Material		E. Equipments	
			Sl.No.	Item	Sl.No	Item
			1.	Plates & Sheets (Ferrous/Non-ferrous/Rubber)	1.	Emission Monitoring Unit
			2.	Transformer Oil & other Chemicals	2.	Gas Analyser
			3.	Refractories – Castable & Pourable	3.	Air Drying Unit
			4.	Fire Bricks	4.	Oil Centrifuge
			5.	Glass Wool	5.	Lube Oil Cooler
			6.	Fasteners	6.	Turn Table
			7.	Ca-Si Blocks	7.	Stroboscope
			8.	Resin Bonded Paper Laminated Sheets	8.	Fluidiser
			9.	Bare Copper Conductor	9.	Bolt Tensioner
			10.	Insulated Copper Conductor	10.	Air Breather

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Clause Nos.			Contents			
			11	Paper Insulated Copper Conductor	11.	Mixer
			12	Perm wood Component	12.	Flu Gas Analyser
			13	Flexible Separator	13.	Rota Meter
			14	Perforated Sheets	14.	Air Compressor
			15	Fiber Glass Cloth	15	Air Pressurisation Unit
			16	Colour Coated Corrugated Sheets	16.	Hydraulic Brake Jack Assembly
			17	Glass backed Mica Papers	17	Brake Jack Control Panel
			18	Phenolic Cotton Fabric Sheet	18.	Skid Mounting Dosing System
			19	Epoxy Glass Laminated Sheet	19.	Deaerator
			20	Electrical Grade Kraft paper	21	Desuperheater
			21	Thermal Insulation	22	PRDS
			22	Oil Seal		
			23	Gasket		
			24	Miscellaneous Rubber Items		
			25	Welding Electrodes		
			26	Paints		
				F) Surface preparation, Painting, preservation and packing		
				G) PEM & Power Sector Packages		
				GUN METAL VALVES		
				BALL VALVES		
				POWER CYCLE (NON TRICHY) VALVES		
				ENGG. OUT-SOURCING		
				MISC.PUMPS (VERTICAL)		
				MISC.PUMPS (HORIZONTAL)		
				SUMP PUMPS/SUBMERSIBLE PUMPS		
				HIGH PRESSURE JET PUMP		
				STEEL GATE/GLOBE/NR VALVES(WATER SYSTEM)		
				CAST IRON GATE/GLV/NRV/SRV		
				DIAPHRAGM VALVES		
				BUTTERFLY VALVES (WATER SYSTEMS)		
				SPRING LOADED BYPASS VALVES		
				STEAM TRAPS		
				AIR TRAPS		
				M.E. BELLOWS		
				PLUG VALVES		
				ANGLE DRAIN VALVES		
				AIR RELEASE VALVES		
				DUAL PLATE CHECK VALVES		
				FLOAT VALVES		

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Clause Nos.			Contents
			GRP PIPING
			BUTTERFLY VALVES (STEAM SERVICE)
			AUX PRDS
			Y-TYPE STRAINERS
			DESUPERHEATER
			PROGRAMMABLE LOGIC CONTROLLER
			CONTROL VALVE
			PRESSURE SWITCH/DIFF. PRESSURE SWITCH
			PRESSURE GAUGE/ DIFF.PRESSURE GAUGE
			TEMPERATURE GAUGE
			TEMP. ELEMENT
			TRANSMITTERS
			SIGHT FLOW INDICATORS
			ANUBAR (DELTA TUBE)
			JUNCTION BOX
			Cold Junction Compensation Box (CJCB)
			VENTURI METER
			ROTAMETER
			LEVEL SWITCH-CAPACITANCE TYPE
			LEVEL SWITCH-CONDUCTIVITY TYPE
			LEVEL SWITCH-FLOAT TYPE
			BRANCH PIPE FOR FLOW ELEMENT
			VIBRATION MONITORING SYSTEM
			EMERGENCY ALARM SYSTEM
			ULTRASONIC FLOW METERS
			FLOW ELEMENT - ORIFICE
			FLOW ELEMENT - NOZZLE
			INSTRUMENT FITTINGS
			OXYGEN DOSING SYSTEM
			CHLORINE DIOXIDE DOSING SYSTEM
			CHEMICAL DOSING SYSTEM
			CONDENSATE POLISHING UNIT
			SIDE STREAM FILTRATION SYSTEM
			CW TREATMENT PLANT
			PRETREATMENT PLANT
			MILL REJECT SYSTEM (CONVEYOR TYPE)
			MILL REJECT SYSTEM (PNEUMATIC TYPE)
			TRUNCATED COAL HANDLING SYSTEM
			Coal Flow-ability Study
			COAL HANDLING SYSTEM
			ASH HANDLING SYSTEM (DRY BOTTOM ASH SYS)
			ASH HANDLING SYSTEM

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Clause Nos.			Contents
			D.M. PLANT
			EFFLUENT TREATMENT PLANT
			COOLING TOWERS
			Condenser Online Tube Cleaning System (COLTCS)
			SELF CLEANING STRAINERS
			DEBRIS FILTER
			SIMPLEX STRAINER
			DUPLEX STRAINER
			AIR COOLED CONDENSER
			CONICAL STRAINERS
			FUEL OIL HANDLING AND STORAGE SYSTEM
			PORTABLE LUBE OIL PURIFIER
			MISC. TANKS(SITE FABRICATED)
			H2 GEN. PLANT
			THERMAL INSULATION - R-MATTRESSES/P-SECN
			THERMAL INSULATION -ANCILLARY MATERIAL
			ALUMINIUM SHEETS/COILS
			GI SHEETS
			THERMAL INSULATION -CALCIUM SILICATE
			POWDERED LIME UNLOADING,STG & CONV.SYS
			LIMESTONE MILLING, CONVEYING HANDLING SY
			TRAVELLING WATER SCREENS
			ELECTROLYTIC CHLORINATION PT.
			GAS CHLORINATION PLANT
			CHEM. LAB. EQUIPMENTS
			AIR HEATER CHEMICAL WASHING SYSTEM
			HEAT EXCHANGERS(PLATE TYPE)
			OIL FILLED SERVICE TRANSFORMER
			D/G EOT CRANES UPTO 50T
			D/G EOT CRANE ABOVE 150T-200T
			D/G EOT CRANE ABOVE 200T-250T
			D/GEOTCRANE ABOVE 50T TO 150 T (TG/GT)
			ELEVATORS
			CHIMNEY ELEVATORS
			LT SWITCHGEAR
			NEUTRAL GROUNDING RESISTOR
			LT BUS DUCTS
			CAPACITOR BANK
			CABLING PACKAGE
			TREFOIL CLAMPS
			CABLE TRAYS & ACC.
			ABOVE GROUND EARTHING MATERIALS

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Clause Nos.			Contents
			CABLE TERM.& JOINT KITS
			FIRE SEALING SYSTEM
			HT XPLE CABLES
			LT XLPE POWER CABLE
			LT PVC POWER CABLE
			LT PVC CONTROL CABLE
			SCREENED CONTROL CABLES
			CABLE TRAY SUPPORT SYSTEM-WELDED(GALV)
			CABLE TRAY SUPPORT SYSTEM -BOLTABLE
			LT XLPE CONTROL CABLE
			LT HRPVC POWER CABLES
			LT HRPVC CONTROL CABLES
			LT XLPE FIRE SURVIVAL CABLES
			MISC.CABLING ERECTION ITEMS
			INSULATING MATS
			EXOTHERMIC WELDING MATERIAL
			CABLE TRAY SUPPORT SYSTEM-WELDED(UNGALV)
			DC LEAD ACID BATTERIES
			DC BATTERY CHARGER
			DC Ni Cd BATTERIES
			Lead Acid / Ni-Cd Batteries
			MS ROD FOR BELOW GROUND EARTHING
			BARE GROUND CONDUCTOR FOR BELOW GRD EART
			CATHODIC PROTECTION
			BARE GROUND CONDUCTOR FOR ABOVE GRD EART
			GENERATOR CIRCUIT BREAKER
			NETWORKING HARDWARE FOR NUMERICAL RELAYS
			FIRE PROTECTION SYSTEM
			Single Girder EOT / HOT Misc. Cranes
			FIRE TENDERS
			PORTABLE FIRE EXTINGUISHERS
			AIRCONDITIONING SYSTEM
			VENTILATION SYSTEM
			COMPRESSED AIR SYSTEM
			ELECTRIC LAB EQUIPMENT
			PA SYSTEM
			STATION LIGHTING SYSTEM
			CHAIN PULLEY BLOCK
			ELECTRIC HOIST
			FORK LIFT TRUCK
			WEIGH BRIDGE
			HYDRAULIC MOBILE CRANE

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Clause Nos.			Contents
			MOBILE PICK UP & CARRY CRANE
			MOTOR BOAT
			LUBE OIL TRANSFER PUMPS
			WORKSHOP EQUIPMENTS
			Pig Location and Tracking System
			CIVIL ENGG CONSULTANT-GAS BASED TPS
			CIVIL ENGG CONSULTANTS -COAL BASED TPS
			CIVIL/STRUCT-BOP & ARCHITECTUR CONSULTANT
			CIVIL CONSULTANTS ON RATE CONTRACT BASIS
			PRELIMINARY TOPOGRAPHICAL SURVEY
			VIS FOR TG FOUNDATION
			VIS for BFP foundations
			VIS FOR MILL FOUNDATION
			VIS FOR FAN FOUNDATION
			Wind Tunnel Test for Chimney
			Sewage Treatment Plant

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SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

INDEX

Clause no.	Contents
3.1.	INSTRUCTIONS TO BIDDERS
3.2	BID DOCUMENT
3.3.	PREPARATION OF BIDS
3.4	SUBMISSION OF BIDS
3.5	BID OPENING & EVALUATION
3.6	AWARD OF RATE CONTRACT

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

Clause Nos.		Contents
3.1		<u>INSTRUCTION TO BIDDERS (ITB)</u>
	3.1.1	Sealed bids are invited by BHEL –HPBP, Trichy Division on behalf of BHEL for Rate contract with Third Party Inspection Agency from qualified bidders.
	3.1.2	Scope of work shall be as per Section- II.
	3.1.3	The bidder should fulfil the minimum qualifying requirements as stipulated in Section -1
	3.1.4	BHEL reserves right to ask any additional information.
	3.1.5	Not withstanding 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.
	3.1.6	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.
	3.1.7	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 & Rupees Five thousand as Tender fee (Non Refundable), 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.
	3.1.8	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.
	3.1.9	Tenders received late shall be rejected.
	3.1.10	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.
	3.1.11	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.
3.2		BID DOCUMENT
	3.2.1	CONTENTS OF BID DOCUMENT
	3.2.1.1	The bid document comprises of the following sections.

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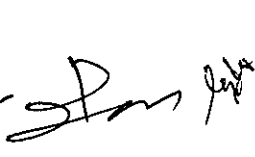
Heberlay *Manoj Kumar* *for* *Mohamed* *for* *for* *for*

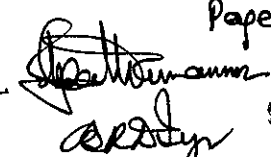
Clause Nos.			Contents
			SECTION CONTENTS
			SECTION I QUALIFICATION AND ELIGIBILITY REQUIREMENT
			SECTION II GENERAL REQUIREMENTS
			SECTION III INSTRUCTIONS TO BIDDERS (ITB)
			SECTION IV GENERAL CONDITIONS OF CONTRACT
			SECTION V ANNEXURES
		3.2.1.2	The Bidder is expected to examine all instructions, 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.
	3.2.2		CLARIFICATION OF BID DOCUMENT
		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.
	3.2.3.		AMENDMENT TO TENDER DOCUMENT
		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.
3.3			PREPARATION OF BIDS
	3.3.1		LANGUAGE OF BID
		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.
	3.3.2.		DOCUMENT COMPRISING THE BID
		3.3.2.1	Bid submitted by the Bidder shall comprise of the following. a) Particulars of Inspection Agency (clause 1.5), enclosures and support documents as per Section-I b) Check list as per annexure-I of Section-V. c) Bid form as per annexure-II duly completed & signed by the Bidder d) Un-priced bid e) Price schedule duly completed by the Bidder. 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.
	3.3.3		PRICE BID: Bidder shall quote price as follows:

Nikesh *Nishant* *Chand* *Sanjay*

Mahesh *Bhatnagar* *Satyam* 26

Clause Nos.			Contents
		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 while quoting the price the eventualities such as :-</p> <ul style="list-style-type: none"> • Stage inspection. • Material not offered for inspection by a supplier during the visit due to any reason. • Rework or rectification or rejection of material after inspection. • Rejection of material after inspection. <p>No charges shall be payable in such cases.</p>
		3.3.3.6	<p>Treatment of Arithmetical Errors:</p> <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"> 1. If there is a discrepancy between the Unit Rate (Individual item rate) and the total price, the Unit rate (individual item rate) shall prevail and the total price shall be corrected. Arithmetical corrections will be done by BHEL only. 2. In case of mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of order and no objection from bidder shall be entertained by BHEL in case of such discrepancies 3. 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. <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>

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	3.3.4		COST OF BIDDING: 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.
	3.3.5		BID VALIDITY PERIOD: Bids should be kept valid for a period of minimum 90 days from the date of opening of price bids.
	3.3.6		EARNEST MONEY DEPOSIT (EMD)
		3.3.6.1	The bidder shall furnish EMD of Indian Rupees 2,00,000/- (Rs. Two lakhs only) as a part of it's bid in the form of crossed Bank Draft/ Pay Order in favour of BHEL, New Delhi 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: <ul style="list-style-type: none"> • Accept the letter of Award of Rate Contract • Sign the contract agreement • Furnish the required Security
		3.3.6.3	The EMD shall be forfeited if <ul style="list-style-type: none"> • The bidder revokes his bid after the bid opening within the validity period or increase prices quoted earlier. • The bidder does not commence the work after award of contract.
		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		FORMAT AND SIGNING OF THE BID
		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',


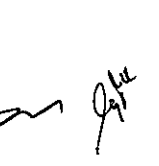
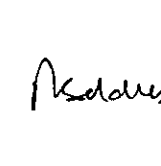
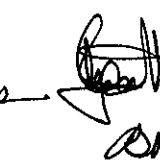
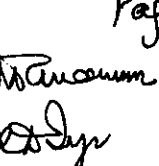
Various handwritten signatures and initials are present at the bottom of the page, including what appears to be 'Vibhakar', 'Mans', 'Ramesh', and others.

Clause Nos.			Contents
			'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
		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 or 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			SUBMISSION OF BIDS
	3.4.1		SEALING AND MARKING OF BIDS
		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: Part –A : Technical Bid (a) Earnest Money Deposit (crossed Bank Draft/ Pay Order in favour of 'Bharat Heavy Electricals Ltd' payable at Tiruchirappalli) (b) Non refundable Tender fee (crossed Bank Draft/ Pay Order in favour of 'Bharat Heavy Electricals Ltd' payable at Tiruchirappalli) (c) Techno- Commercial (1 original + 1 copy) (d) 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) Part – B : Price Bid (As per Annexure X) (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 "ADDITIONAL GENERAL MANAGER, QUALITY CONTROL, BHEL, HPBP, TIRUCHIRAPPALLI- 620014 (b) Superscribed as "BID FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY"" DO NOT OPEN BEFORE -----

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Clause Nos.			Contents
			(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.
	3.4.2		LAST DATE FOR SUBMISSION OF BIDS.
		3.4.2.1	Bids must be received in the office of the "ADDITIONAL GENERAL MANAGER, QUALITY CONTROL, 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		LATE TENDERS: 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		MODIFICATION AND WITHDRAWAL OF BIDS
		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
3.5			BID OPENING AND EVALUATION
	3.5.1		OPENING OF BIDS
		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 "ADDITIONAL GENERAL MANAGER, QUALITY CONTROL, 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.

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		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 Tender fee 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		CLARIFICATION OF BIDS: 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		EVALUATION AND COMPARISON OF BIDS
		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.
	3.5.4		NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED:
		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.

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Clause Nos.			Contents
		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"> • Fine tuning and balancing business share • Customer's preference of particular inspection agency. • Delay or discrepancy in inspection or related records. • Any other contingency.
3.6			<u>AWARD OF RATE CONTRACT</u>
	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-V 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.

Vikas Singh

Arjun Singh

SECTION – IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

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Clause no.	Contents
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4.8	SECURITY
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4.12.	INSURANCE
4.13.	FORCE MAJEURE
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GENERAL CONDITIONS OF CONTRACT (GCC)

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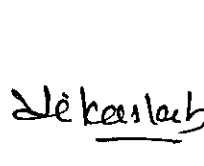

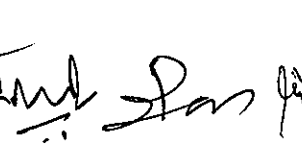

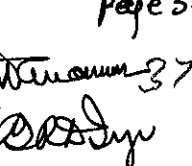
Clause No.			Contents
			e) General Requirement f) Instruction to bidder g) General conditions of contract h) Price schedule i) Annexure
4.3	4.3.1		CONSTRUCTION / EXECUTION OF RATE CONTRACT The Rate Contract Agreement as per Performa (Annexure-III) is to be signed within fifteen (15) days of the date 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.
4.4			VALIDITY OF CONTRACT: 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.
4.5			CONTRACTOR'S RESPONSIBILITIES:
	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.

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Clause No.			Contents								
4.6			BHEL's RESPONSIBILITIES								
	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 equipments 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.								
4.7			PAYMENT TERMS								
	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.								
4.8			SECURITY								
	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		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. 3400 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 :- <table><tr><th><u>Inspection Charges</u></th><th><u>Security Amount</u></th></tr><tr><td>(i) Upto Rs 10 Lakhs</td><td>10 %</td></tr><tr><td>(ii) Above Rs 10 Lakhs and upto Rs 50 lakhs</td><td>Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs</td></tr><tr><td>(iii) Above Rs 50 Lakhs</td><td>Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 lakhs</td></tr></table>	<u>Inspection Charges</u>	<u>Security Amount</u>	(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
<u>Inspection Charges</u>	<u>Security Amount</u>										
(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										
	4.8.3		Security deposit may be furnished in any one of the following forms :- i) Cash (as permissible under the income tax) ii) Pay order, demand draft in favour of BHEL iii) Local cheques of scheduled banks, subject to realisation 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 & discharged on the back) 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.								

Clause No.			Contents
			<p>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.</p> <p>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)</p> <p>viii) EMD of the successful bidder shall be converted and adjusted against the security deposit.</p> <p>ix) The security deposit shall not carry any interest.</p>
	4.8.4		Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award.
	4.8.5		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.
	4.8.6		The Security Deposit shall be refunded to the Contractor without any interest 90 days after completion of the contract and discharged of all obligations.
4.9			TAXES AND DUTIES:
	4.9.1		Except as otherwise specifically provided in the Contract, other than Service Tax, 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.
	4.9.2		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.
4.10			TIME FOR ATTENDING TO INSPECTION CALLS: The contractor shall attend to the inspection calls as per Clause 2.2 of Section –II.
4.11			LIQUIDATED DAMAGES FOR NON COMPLIANCE
	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			INSURANCE: 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.

Clause No.			Contents
4.13			FORCE MAJEURE:
	4.13.1		<p>"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: -</p> <ul style="list-style-type: none"> 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.
	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> <ul style="list-style-type: none"> a) Constitute a default or breach of the contract 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.
	4.13.5		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.
	4.13.6		Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.
4.14.			GOVERNING LAW: The Contract shall be governed by and interpreted in accordance with laws of India.
4.15			ARBITRATION
	4.15.1		Any dispute(s) or differences(s) arising out of or in connection with the

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Vikasiah [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature]

Clause No.			Contents
			<p>contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL. All questions & 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.</p> <p>Subject as aforesaid, the provisions of Arbitration & Conciliation Act, 1996 or amendments thereof or reenactments thereof and rules made thereunder 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>
	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			SUSPENSION: 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			RISK PURCHASE CLAUSE : 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

Del/cas/lab *[Signature]* *[Signature]* *[Signature]* *[Signature]*

[Signature] *[Signature]* *[Signature]*

Clause No.			Contents
			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			ASSIGNMENT: The clause no. 2.3 of Section -II shall be applicable.
4.19			PERFORMANCE MONITORING: As per clause 2.5 of Section II
4.20			TERMINATION OF CONTRACT: 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 2.2.9), indulgence in unethical practices or questionable integrity.
4.21			Integrity Pact : 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			CONFIDENTIALITY: 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

ANNEXURES

INDEX

S.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

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ANNEXURE-I**CHECK LIST 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)

S.No.	Description	Bidders Confirmation and Acceptance	
		Yes	No
1.	The Particulars of Inspection Agency, given in Section-I, are filled.		
2.	Bidder meets Qualification and Eligibility requirements of Section-I, General requirements of Section-II and General Contract Conditions (GCC) of Section-IV.		
3.	Organisation chart, details of branch offices, Bio-data of Professionals engaged in inspection, with attested specimen signature, List of clients etc. are enclosed		
4.	All the pages of Bid documents are accepted & signed by authorized signatory.		
5.	Following support documents are enclosed:- (i) Memorandum and Article of association/Partnership deed/ Company Registration Certificate (ii) Audited annual Reports. (iii) Income tax clearance certificate. (iv) PAN & Service Tax registration letters. (v) ISO-9001-2008 accreditation certificate. (vi) Proof of Registration with BHEL units. (vi) Evidence as required as per clause 1.1 and 1.2)		
6.	The notarized power of attorney is enclosed.		
7.	EMD – Demand draft is enclosed		
8.	Tender fee - Demand draft is enclosed		
9.	The bid is valid up to three months after price bid opening		
10.	Prices are firm up to validity period of rate contract.		
11.	Integrity Pact enclosed		
12.	Declaration Certificate		
13.	No Deviation Certificate		

DATE

Signature/seal of Authorised Signatory

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BID FORM

ANNEXURE II

Date

Name of Contract –Rate Contract with Third Party Inspection Agency

To
"ADDITIONAL 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)

And Tender fee (Non-refundable) 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 -V & Certificate of incorporation/ Registration along with support Documents as per clause no 1.5.7 of Section –I.

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

Debaraj
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

- 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.
- 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, we remain,

Yours faithfully,

(Signature)

(Printed Name)

(Designation)

(Common Seal)

Date:

Place:

Business Address:

The bottom of the page contains several handwritten signatures and stamps. On the left, there is a signature that appears to be 'Vibhansab'. In the center, there is a large, stylized signature. To the right of this, there is a signature that looks like 'Molans' followed by a circular stamp. Further right, there is another signature and a stamp. The page number 'Page 44 of 65' is written in the top right corner of this section.

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

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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.
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 upto-----

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.

Subhash *Mahesh* *Chand* *Pr* *Pr*

Mahesh *Pr* *Pr* *Pr*

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

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WITNESS

(CONTRACTOR)

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

1.

2.

WITNESS

(For and behalf of BHEL)



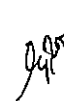
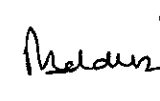
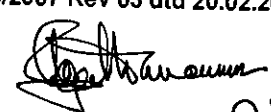
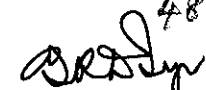
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BANK GUARANTEE BOND

- (Paragraph 4.9.6 of — Works Accounts Manual)

Bank Guarantee No.....

Date.....

1. In consideration of the Bharat Heavy Electricals Limited, _____ Division (hereinafter called 'the Company') having agreed to exempt _____ (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we, _____

(Indicate the name of the Bank)
(hereinafter referred to as 'the Bank') at the request of _____

(Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake to pay the amounts due and (Indicate the name of the Bank) payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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 2. *[Signature]*
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 65. *[Signature]*

4. We, _____ further agree that the Guarantee herein contained
(Indicate the name of the Bank)

shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/ Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____, further agree with the Company that the
(Indicate the name of the Bank)

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, _____, 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

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WITNESS

(Signature).....

(Name)

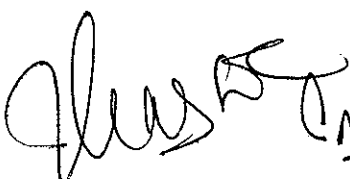
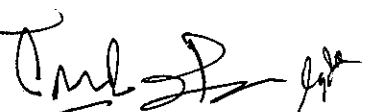
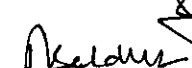
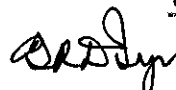
Notes:

- 1 This 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.

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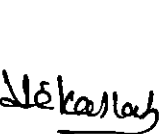

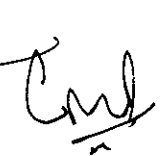

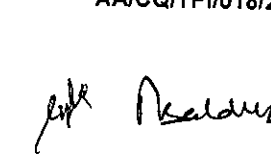
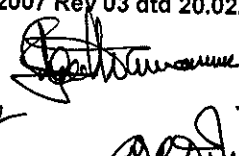
List of Consortium Member Banks

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

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SRD

Annexure –VI

BHEL Ref: Tender Notification No.....Dtd.....

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.

Date.....

Annexure – VII

BHEL Ref: Tender Notification No.....Dtd.....

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 03 dtd 20.02.2013 AND ACCORDINGLY ACCEPT ALL THE TERMS & CONDITIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

Date.....

AA/CQ/TPI/018/2007 Rev 03 dtd 20.02.2013

Sebastian Hasky and Son for Melanin

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 BDDy

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 a penal

Devesh *Has* *and* *for* *Asad* *54* *BRD*

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.

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.

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[Handwritten signatures and initials]

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.

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

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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 Bidder/ Contractor
(Office Seal)

Date_____

Witness:
(Name & Address)

.....

.....

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Deputy Registrar General & Secy to Govt
Madurai

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[Signature]

Secy to Govt

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

Vikas Mishra and Sun for Modem

SCHEDULE OF RATES (PRICE BID)

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

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Inspection Agency Logo	Name of Inspection Agency REGD. OFFICE:		Annexure : XI
	MONTHLY PROGRESS REPORT (BHEL Purchasing Divisionwise) (BHEL - TPI RATE CONTRACT: Starting Date:.....)		Generated by:
			Reporting Month/Year:
	BHEL Purchasing Division:		Sheet 5 of 5
		From Date:	To Date

Part-5 (Cumulative - Delay and Liquidated Damage due to delay in inspection)

Sl No	Month		Total calls attended	Delay w.r.t. proposed date in days / Delay from third day - if proposed date is within three days from the date of receipt of inspection request (call)												Joint inspection with Customer Y	Proposed date within three days from the date of receipt of inspection request (call)	Cumulative Liquidated Damage due to delay (Rs)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Note: Data to be generated on the first of every month

Signature	Distribution (1 copy each):	
Name of issuing Authority	Coordinator BHEL- CQ	Coordinator BHEL Purchasing Division
Date of Issue	All Regional Inspection Offices	Head Office Copy
Form No: FMT-AA/CQ/TPI/018/2007 Rev 0 (5 sheets)		

