

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-11-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Item Category/मद केटेगरी	Custom Bid for Services - Inspection of Fabricated Struct by BHEL from all over India at BHELapproved Suppliers S Works and Approved Testing Laboratories Situated Locat India
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> <li>Hiring of Third-Party Inspection Agency</li> </ul>
Contract Period/अनुबंध अवधि	1 Year(s) 6 Month(s) 3 Day(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Re ATC),Additional Doc 2 (Requested in ATC),Additional Doc (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experienc Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within <b>45</b> days of consignee receipt-cum-acceptance certificate (CRAC) and submission of bills (This is in supersession of 10 days time provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documents in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro, Small and Medium Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be given only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1730716023.pdf](#)

**Payment Terms:**[1730716029.pdf](#)

**Instruction To Bidder:**[1730716172.pdf](#)

**GEM Availability Report ( GAR):**[1730716187.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download : format document and upload:**[1730716192.pdf](#)

**Custom Bid For Services - Inspection Of Fabricated Structures Ordered By BHEL From All At BHELApproved Suppliers SubSuppliers Works And Approved Testing Laboratories Situated Located Within India ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Inspection of Fabricated Structures Ordered by BHEL from all over India BHELApproved Suppliers SubSuppliers Works and Approved Testing Laboratories Situated Located within India
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Addition Requirement आवश्यक
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S.No./क्र.सं.	Consignee Reporting/Officer/परेष िती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additio Requiremen आवश्यक
1	Rajeev Kumar	496440,BHEL site office, 2X800 MW NTPC LARA Thermal Project Site, LARA , Pussore, Chhapora, Lohakhan, Chhattisgarh 496440	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 perc time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

**offers are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as below:**

#### **PRE-QUALIFICATION CRITERIA**

JOB	Inspection of Fabricated Structures Ordered by BHEL from all over India at BHEL-approved Suppliers/ Sub-Suppliers Works and Approved Testing Laboratories Situated/ Located within India for 2x800 MW Lara Project, Stage-II.
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SL. NO	CRITERIA
1	FINANCIAL CRITERIA

	<p>(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 4.38 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22, AND 2022-23 OR 2021-22, 2022-23 AND 2023-24 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(c).</p> <p>(b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST FIVE (5) FINANCIAL YEARS ENDING ON 31.03.2023 (i.e. FOR THE YEARS 2018-19, 2019-20, 2020-21, 2021-22, AND 2022-23) OR 31.03.2024 (i.e. FOR THE YEARS 2019-20, 2020-21, 2021-22, 2022-23 AND 2023-24). BIDDER TO SUBMIT AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT FOR THE YEARS AS SUPPORTING DOCUMENTS.</p> <p>(c) IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THE THREE CONSECUTIVE YEARS INDICATED IN 1.0 (a) ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUIRED YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
<b>2</b>	<b>TECHNICAL CRITERIA</b>
2.1	<p>Bidder headquarters / corporate office, located in 'INDIA' must be ISO 9001-2015 certified by an agency which is accredited by an <b>IAF</b> member body.</p> <p><b>NOTE:</b> Self-attested (by authorised signatory) copy of valid ISO 9001-2015 certificate of designated head quarter/ corporate office in India to be submitted/ uploaded/ furnished.</p>
2.2	<p>Bidder headquarters / Corporate office, located in India must be accredited in accordance with ISO/IEC 17020:2012 by NABCB. Also, accreditation scope of category should be at least IAF SCOPE 17.</p> <p><b>NOTE:</b> Self-attested (by authorised signatory) copy of valid certificate of ISO/IEC 17020:2012 (by NABCB) with accreditation scope of IAF SCOPE 17 of designated headquarters / corporate office in India to be submitted/ uploaded/ furnished.</p>
2.3	<p>Bidder shall have a pan India network of mandatory 4 (four) inspection offices/ branches/ Centres at but not limited to following places:</p> <ol style="list-style-type: none"> <li>1. Kolkata (WB);</li> <li>2. Chennai (TN) or Coimbatore (TN) or Trichy (TN);</li> <li>3. Nagpur (MH) or Raipur (CG) or Bhilai (CG) &amp;</li> <li>4. Delhi / NCR.</li> </ol> <p><b>NOTE:</b> TO SUBSTANTIATE THE PARA 2.3 OF TECHNICAL CRITERIA, BIDDER SHOULD SUBMIT / FURNISH FOLLOWING VALID DOCUMENTARY EVIDENCE:</p> <ol style="list-style-type: none"> <li>a) Bidder shall furnish valid documentary evidence viz. valid trade licenses', valid registry or valid registration certificate of state govt or valid commercial lease deed (registered) or valid and notarized rent agreement for commercial use along with last month (w.r.t. latest due date of bid submission) electricity bill for all 4 (four) offices in support of the above criteria.</li> </ol>

2.4	<p>Bidder shall have experience of having successfully completed the work in the field of Inspection Services of Fabricated Steel Components or Steel Structural items during last 7 years from the latest due date of bid submission should be either of the following:</p> <ol style="list-style-type: none"> <li>1. Three similar works each of value not less than 40% of indented estimated value</li> <li>2. Two similar works each of value not less than 50% of indented estimated value</li> <li>3. One similar work of value not less than 80% of indented estimated value</li> </ol> <p><b>NOTE:</b> TO SUBSTANTIATE THE PARA 2.4 OF TECHNICAL CRITERIA, BIDDER SHOULD SUBMIT / FURNISH FOLLOWING VALID DOCUMENTARY EVIDENCE:</p> <ol style="list-style-type: none"> <li>a. <b>FOR EXECUTED/ COMPLETED CONTRACTS</b> Original or self-attested (authorised signatory) copy of Letter of award (LOA) or Work Order of executed contract along with at least one document like completion certificate or performance certificate or TDS/ GST paid certificate or payment receipts or any other relevant document which prove that bidder has executed/ completed the work order as per terms and condition of awarded contracts.</li> <li>b. <b>FOR RUNNING/ UNDER EXECUTION CONTRACTS</b> Original or self-attested (authorized signatory) copy of Letter of award (LOA) or Work Order along with payment receipts or invoice raised for payment or TDS/GST paid certificate or any other relevant document which prove that bidder is executing the work order as per terms and condition of awarded contracts</li> <li>c. Name and contact details of person(s) of organization(s) who has awarded contract(s) on bidder to be provided.</li> </ol>
2.5	<p>Bidder has to submit the data of at least 8 (Eight) number of Inspection Engineers, ((minimum one inspector having painting inspection certification at each mandatory locations) as per Annexure-PQ1, who are eligible as per BHEL requirements given in TCC clause no. 3.4a:</p> <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>a) BHEL reserves the right to verify the correctness of data filled in the annexure-PQ1 during evaluation of bid or at any time during the contract period.</li> <li>b) Certificate numbers can be mentioned in the relevant boxes for easier traceability during verification stage. Bidder has to note that if the details of inspection engineer is enlisted in two or more bidders, then that inspection engineer will not be considered in any of the bidder's list.</li> <li>c) Bidder has to submit copies (attested by Bidder authorize person and also self-attested by Inspection Engineer) of the following certificates / documents as applicable, for verification <ol style="list-style-type: none"> <li>i. Degree/ Diploma certificate OR Consolidated Mark sheet/ all Semester mark sheets proving evidence of passing Engineering Degree/ Diploma.</li> <li>ii. Valid Certificate for NDT (RT, UT, MT, PT) techniques &amp; VT as per ASNT SNT TC 1A or ISO 9712 or IS 13805</li> <li>iii. Job Experience in years can be given in CV/ Resume format.</li> <li>iv. Painting inspection certificate</li> <li>v. Original Valid Employee ID Card issued by bidder or Joining Letter of Candidate, issued by bidder/employer.</li> </ol> </li> </ol>

**NOTE:**

1. Bidder should have valid PAN.
2. Consortium / JV bidding is not allowed
3. After satisfactory fulfilment of all the above criteria, offer shall be considered for further evaluation as per NIT and all other terms of the tender
4. Bidder shall submit above pre-qualification criteria for

format, duly filled-in, specifying respective Annexure number against each criterion and furnish relevant document in the respective annexures in their offer.

**Annex-PQ1**  
**INSPECTION ENGINEERS DATA**

Sl. No.	Personal details			Qualification details										Office wise location
	Name	Empl. ID	DOB	Technical qualification (Graduation / Diploma)	Discipline	% Marks obtained	NDE Qualification					Painting	Other (CWI, etc.)	
							RT	UT	LPI	MPI	VT			
1														
2														
3														
4														
5														
6														
7														
8														

<b>Job: Inspection of Fabricated Structures Ordered by BHEL from all over India at BHEL-approved Suppliers/ Sub-Suppliers Works and Approved Testing Laboratories Situated/ Located within India for 2x800 MW Lara Project, Stage-II</b>			
<b>SCOPE OF WORK</b>			
Sl no.	DESCRIPTION OF WORK	Unit	Qty
1	<b>Inspection of general fabrication of structural components like Beams, Bracings, girder, Columns, truss, hangers &amp; supports, stair treads, Handrails, bunkers / hopper, etc. as per tender specifications. Material will be either procured by the vendor or supplied by BHEL for fabrication at different locations in India. It includes inspection of Blasting &amp; painting as per requirement of applicable drawing, Painting schedule &amp; Manufacturing Quality Plan (MQP).</b>	MT	37212



## Contents

1. [GENERAL INFORMATION](#)
2. [NAME OF WORK](#)
3. [SCOPE FOR SERVICES](#)
4. [INFRASTRUCTURE REQUIREMENTS](#)
5. [RATE / PRICE SCHEDULE](#)
6. [BUSINESS VOLUME](#)
7. [CONFIDENTIALITY](#)
8. [CONTRACT DURATION](#)
9. [MOBILISATION](#)
10. [MOBILISATION ADVANCE](#)
11. [PRICE VARIATION CLAUSE / RATE REVISION](#)
12. [OVER RUN CHARGE](#)
13. [TERMS OF PAYMENT](#)
14. [EXTRA WORK](#)
15. [TAXES AND DUTIES](#)
16. [INSURANCE](#)
17. [MODE OF EVALUATION & AWARDING](#)
18. [PERFORMANCE MONITORING](#)
19. [PENALTY / LIQUIDATED DAMAGES](#)
20. [CONTRACT OPERATION](#)
21. [EARNEST MONEY DEPOSIT, SECURITY DEPOSIT, PERFORMANCE BOND](#)
22. [GUARANTEE/ WARRANTY](#)
23. [QUANTITY VARIATION](#)
24. [OTHER TERMS](#)
25. [BIDDER'S CERTIFICATION / UNDERTAKING FORM](#)
26. [ANNEXURE- A1](#)
27. [ANNEXURE- A2](#)

This volume shall be construed as part of tender document and shall be read along-with others volumes of terms otherwise specified, in case of any conflict or inconsistency between the general and technical conditions, it shall be brought out by the bidder in writing to BHEL for clarification during pre-bid discussions, if any; failing that stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder. Otherwise specified, all terms & conditions shall be applicable for entire scope as per this volume of tender.

CLAUSE NO	DESCRIPTION
1.0	<b>GENERAL INFORMATION</b>
1.1	<p>Bharat Heavy Electrical Limited (BHEL), a Public Sector Undertaking, is one of the largest Engineering &amp; Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p>BHEL-PSER proposes to finalize a Third-Party Inspection Agency (TPIA) for inspection of Fabricated Structures.</p> <p>Any requirement of manpower on this account shall be managed by the TPIA. The scope of work and other requirements are given in forthcoming sections.</p>
2.0	<b>NAME OF WORK</b>
	<b>Inspection of Fabricated Structures Ordered by BHEL from All Over India at BHEL-approved Suppliers/ Sub-Suppliers Works and Approved Testing Laboratories Situated/ Located within India.</b>
3.0	<b>SCOPE FOR SERVICES</b>
3.1	The inspection comprises of document review, sampling of material & witness during visual, dimensional, physical, chemical, mechanical, destructive and non-destructive examination, painting of fabricated steel structures, in line with BHEL/ NTPC-approved Quality Plan, drawing & painting schedule
3.2	The Inspection shall be carried out at stages of manufacturing (Stage Inspection) and final inspection (before dispatch), as called in BHEL/ NTPC approved Quality Plan (QAP), at BHEL/ NTPC approved locations in pan India
3.3	<p>In case where the manufacturer has offloaded the job (Full or Partial) to non-approved sub-supplier (not approved by BHEL for particular PO/Package), the TPIA shall not attend the inspection call and same to be intimated to BHEL immediately before proceeding to inspection, with complete details.</p> <p>Issuance of dispatch clearance is not in purview of this tender.</p>

3.4a	<p>Inspection Engineers employed by the Inspection agency shall have the following qualification criteria:</p> <ul style="list-style-type: none"> <li>a) Minimum qualification of Degree or Diploma in Mechanical/ Metallurgy/ Production Engg.). from AICTE accredited institution</li> <li>b) Valid Level II qualification in NDE - RT, UT, MT, PT, VT as per SNT-TC-1A of ASNT or ISO 9712 or IS 13805</li> <li>c) Shall have familiarity with ASME/ AWS code requirements.</li> <li>d) All inspection engineers shall have certification on painting Inspection (NACE or BGAS-CSWIP)</li> <li>e) All inspection engineers shall have knowledge on English (Read, Write, speak) &amp; Hindi- Spoken.</li> <li>f) Valid Eye Test/ Colour Blindness Certificate.</li> <li>g) Minimum Three years of Inspection experience on fabrication for Degree Holders and Five years of inspection experience for Diploma holders.</li> <li>h) Maximum age of the inspector shall be 50 years at the last date of bid submission</li> <li>i) All inspection engineers shall be conversant with the use of measuring instruments and possess working minimum knowledge on computers.</li> </ul>
3.4b	Throughout the operation/ execution and validity of the contract (from submission of technical bid till expiry of the contract and irrespective of business volume/ PO Value for Inspection shared between the bidders), the bidder(s) should have a team (and deploy) of at-least 8 (Eight) number of Inspection Engineers (minimum two at each mandatory locations) eligible as per BHEL requirements stated in 3.4.
3.4c	All Inspection Engineers shall be controlled by the Kolkata (WB) office only and all inspection call shall be coordinated by a designated inspector / officer at agencies Kolkata office.
3.4d	The Inspection Agency / the inspector shall not off-load any part of the work, assigned by BHEL. If found contract shall be immediately terminated.
3.4e	The information regarding addition/ deletion/ change of manpower shall be furnished to HOD/Q&BE, BHEL- PSER, immediately, Competency mapping and skill evaluation for the additional manpower shall be approved by BHEL/ NTPC.
3.4f	The Inspection Agency shall have adequate experienced inspection personnel to maintain the required strength of Inspectors by suitable immediate substitute for the Inspectors who resign / are on long leave and the Inspection Agency has to take all necessary steps to ensure the Inspection services are carried out without any delay/obstruction or interruptions.
3.4g	The bidder shall maintain a competency mapping for all their inspection Engineers and evaluate and impart necessary training as and when required.

3.4h	<p>ADDITIONAL INSPECTION ENGINEERS: BHEL can ask the bidder to increase the number of Inspection Engineers meeting the qualification criteria stated in clause 3.4a (more than minimum requirement of 8 stated in clause 3.4b) anytime during the operation of contract. However, the approval of those additional Inspection Engineers is at sole discretion of BHEL only. It is not binding on BHEL to accept/ approve these additional Inspection Engineers proposed by TPIA.</p>
3.4i	<p>VERIFICATION BY BHEL: BHEL may visit respective Inspection offices/ centres/ headquarter(s) of Bidder to verify infrastructure, verification of Inspection Engineers, records and practices being followed in maintaining the data base of their Inspection Engineers and personally conduct Interview of Inspection Engineers (telephonically OR in person at Bidder Office or by calling at BHEL Offices) on random basis or 100%, during bidding/ bid scrutiny (before opening price bid), before or after awarding contract, before granting initial approval/additional approval or anytime during entire operation and validity of contract.</p>
3.5	<p><b><u>Time for attending inspection call:</u></b></p> <p>Inspection agency shall attend and close all the inspection calls within <b>48 hours</b> from the time of inspection calls. The calls identified for joint inspection with customer are to be attended mandatorily on customer planned dates.</p> <p>In emergencies / exceptional cases, TPIA inspectors will have to provide the services at short notice, in extended working hours, Sundays, holidays and in odd hours to the requirement of BHEL/ BHEL's Customer. The identified coordinator of TPIA should be available over phone/ messages/ emails for coordination for the same.</p>

3.6	<p><b><u>Inspection Methodology:</u></b></p> <p>Inspection shall be carried out as per scope/ provision of BHEL Purchase Order and applicable latest inspection documents like approved Quality Plan, approved drawing, data -sheets, painting schedule and purchase specification etc.</p> <p>TPIA shall ensure use of valid and calibrated measuring instruments and equipment. TPIA may also examine adequacy of periodicity of Calibration &amp; traceability to International Standards.</p> <p>Where the quality plan calls for inspection by sampling, the reference of selected samples shall be given in Inspection report, wherever the samples carry a unique serial number/ reference number. However, the samples without unique identification shall be double stamped/ seal by Inspection Engineers. Reference of seal shall be given in the Inspection Report (IR). Location of seal shall be mentioned in the Inspection report.</p> <p>All accepted quantity/ items shall be identified with unique seal/stamp.</p> <p>NOTE-1: Where it is not possible to stamp/identify accepted lot/samples tested. Methodology followed for identification of lot and sample test to be mentioned in the Inspection Report.</p> <p>NOTE-2: Inspection shall NOT be carried out without approved Quality Plan. TPIA has to check before planning for inspection regarding availability of approved Quality plan &amp; drawing. Also Inspection shall NOT be carried out without availability of Calibrated and Correct MTEs</p>
3.7	<p><b><u>Inspection Documents:</u></b></p> <p>The copy of applicable documents like Quality Plan approved by BHEL / BHEL's Customer, 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. However, TPIA has to ensure authenticity of the documents and that inspection is being carried out as per Latest document(s) only.</p> <p>List of instruments used in Inspection/Testing with Calibration details shall be part of Inspection documents.</p> <p>NOTE</p> <ol style="list-style-type: none"> <li>1. For Record Keeping: The TPIA shall retain the inspection record for a period till 6 months after expiry of contract</li> <li>2. In case of non-conformance or ambiguity or mismatch between Purchase specifications, Approved Drawing, Data Sheet, approved Quality Plan etc., TPIA shall report Non-Conformance through Inspection Report on the date of inspection itself, through email. In case of any doubt they may contact concerned person of BHEL.</li> </ol>

3.8	<p>The TPIA shall review/ verify/ witness/ carry out (as applicable) :</p> <ul style="list-style-type: none"> <li>i. Material Test Certificate &amp; traceability records to ensure use of correct material.</li> <li>ii. Supplier's internal QC records.</li> <li>iii. Compliance with process parameters as per approved Quality Plan.</li> <li>iv. Qualification of equipment, process &amp; personnel, as applicable.</li> <li>v. Any special test called for in the Quality Plan .</li> <li>vi. The TPIA shall endorse all certificates with comments (Witnessed or Verified) as per applicable document.</li> </ul>
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3.9	<p><b><u>Documents to be submitted after completion of Inspection along with Inspection Report:</u></b></p> <p>Inspection dossier consisting of but not limited to following documents in English are to be submitted after completion of Inspection –</p> <ol style="list-style-type: none"> <li>Index</li> <li>signed Inspection Report in BHEL-approved format;</li> <li>dimension report(s),</li> <li>witness report/s</li> <li>all other documents/report(s) reviewed (as per QAP),</li> <li>certified copy(s) of Batch / Material Test Certificates, with a remark: 'Compared with Original Test Certificate. Reviewed, Verified and found in order'</li> <li>list of calibrated instruments used for inspection or testing with calibration validity details, and</li> <li>Colour photographs (at least four nos) of salient activities during inspection</li> </ol> <p>The Inspection reports along with the documents mentioned above, have to be mailed to following address:</p> <p>HOD / Quality &amp; BE  Bharat Heavy Electricals Limited  Power Sector Eastern Region,  BHEL Bhavan  DJ-9/1, Sector-II, Karunamoyee,  Salt Lake City, West Bengal  PIN-700091, India</p> <p>Additionally, copies of the mailed documents to be emailed to the following email addresses:  <a href="mailto:smandol@bhel.in">smandol@bhel.in</a> , <a href="mailto:arpaul@bhel.in">arpaul@bhel.in</a> , <a href="mailto:mihir@bhel.in">mihir@bhel.in</a>, <a href="mailto:ankitg@bhel.in">ankitg@bhel.in</a></p>
3.10	<p>Whereas the supplier shall provide all necessary facilities for carrying out inspections, measurements &amp; testing, the TPIA 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.</p> <p>In case of unsafe working conditions at the Supplier's/ Sub-suppliers/ works or Testing Lab, the TPIA should immediately stop inspection and report to BHEL.</p>

3.11	It would be the responsibility of TPIA and inspector to adhere with the Covid-19 norms or any other pandemic restrictions of the place of inspection and arrange for required medical tests / certificates accordingly. Inspector should follow health protocols of the place. Any dispute arising with this will not be entertained by BHEL and no additional payment will be made for the same.
<b>4.0</b>	<b>INFRASTRUCTURE REQUIREMENTS</b>
4.1a	The TPIA shall have well-established Quality Management Division for providing Third Party Inspection services and shall have dedicated team (for carrying out Inspection only) of well qualified Inspection Engineers.
4.1b	<p><b>MANDATORY OFFICE/ CENTRE/ BRANCH LOCATIONS:</b></p> <p>Bidder shall maintain a mandatory Inspection office/ centre/ branch at but not limited to following places, at the time of tender submission &amp; throughout the operation/ execution and validity of contract including extension, if any.</p> <ol style="list-style-type: none"> <li>1. Kolkata (WB);</li> <li>2. Chennai (TN) or Coimbatore (TN) or Trichy (TN);</li> <li>3. Nagpur (MH) or Raipur (CG) or Bhilai (CG) &amp; 4. Delhi / NCR.</li> </ol>
4.1c	<p><b>ADDITIONAL OFFICE/ CENTRE / BRANCH LOCATIONS:</b></p> <p>Based on the volume of job and/ or location of BHEL supplier works, BHEL may ask the TPIA to arrange for Inspection office/ centre/ branch in more location than mentioned in clause no. 4.1b, at no additional cost.</p>
4.2	The bidder shall have sound organization capable of meeting Tender requirements in time with high degree of accuracy of inspection.
4.3	<p><b>CERTIFICATIONS</b></p> <p>Agency shall maintain throughout the contract period and extended periods (if any)</p> <p>A. ISO-9001: 2015 (Quality Management System) certification by an agency which is accredited by an IAF member body</p> <p>B. Certificates of ISO/IEC 17020:2012 (by NABCB) with accreditation scope of IAF SCOPE 17 of designated headquarters / corporate office in India.</p>
4.4	The bidder should be fully conversant with the national & International Product Specifications, Standards and Codes related to structural fabrication.
4.5	The bidder shall be equipped with all modern modes of communication with high end configuration, printer, scanner, internet etc. in all offices. Mobile phone, e-mail, Laptop with internet facility should be available with all Inspection Engineers. Video Conferencing Facility is preferred at coordinating office of Bidder.



4.6	<p>The TPIA shall not off-load either full or part of the work, assigned by BHEL.</p> <p>An undertaking to this effect, as per the format in Annex-I, shall be given by the authorized representative of the bidder in bidder's own letter head.</p>
4.7	<p>Details of the inspection offices and inspection engineers, proposed for the job, shall be submitted by the TPIA as per the formats annexed as A1 &amp; A2 within seven days of receipt of LOI, for approval of BHEL/ NTPC.</p> <p>Successful Bidder may have to furnish documents as per Customer requirements in the desired format of Customer (NTPC) within 07 days of placement of LOI by BHEL over and above documents given by bidder during bid submission. Latest Requirements/Formats of NTPC or other customers shall be shared by BHEL to TPIA after placement of LOI as per requirement.</p> <p>BHEL reserves the right to not accept the proposed inspection engineer/s and TPIA has to arrange for alternate Inspection Engineer/s within stipulated time.</p> <p>Approval of Inspection Engineers by BHEL or BHEL Customer shall not absolve the Bidder of their responsibility for ensuring completion and correctness of inspection &amp; timely attending the calls. It will be sole responsibility of the Bidder to ensure that competent and approved Inspection Engineers are deployed for Inspection of BHEL job(s).</p>
4.8a	<p>All Inspection activities (witness/review) shall be carried out (through physical visit by approved Inspection Engineer) at BHEL approved address of Supplier Works/Labs ONLY.</p> <p>The incurred Cost/ Expenditure for Travel or accommodation or any other cost in this process of inspection shall be included in offer price.</p>
4.8b	<p>Remote Inspection using any electronics/software platform/video telecommunication or any other mode is NOT allowed and no request for same shall be entertained by BHEL.</p>
4.9	<p>The Inspectors deputed for inspection shall be neatly dressed with safety shoes, all to be furnished by the Inspection Agency. All inspectors are to be issued with photo ID card by concerned inspection agency.</p>
4.10	<p>The TPIA need to ensure that the information provided by him is correct and accurate. The TPIA understands that the consequences of making an untrue statement in its Bid, or of not complying with the requirements of this Tender or failing to produce satisfactory evidence to BHEL regarding the information may include the forfeiture of any bid security, EMD, disqualification of the Bidder from participating in future tenders and/or the termination of the Contract.</p>
4.11	<p>TPIA to ensure compliance to Tender Specification / LOA / Contract Condition throughout the contract period and has to intimate BHEL within 7 days of any change in any information relevant to the Contract, which may/ may not lead to violation of Tender Specification/ Contract Requirements.</p>

4.12	<p>BHEL reserves the right to <b>DISCARD THE BID OF BIDDER</b>, at any stage under following one or more condition(s) or otherwise:</p> <ul style="list-style-type: none"> <li>a) The bidder has been following/ followed unethical practices or indulges in forgery/ false documentation.</li> <li>b) The bidder has been blacklisted/under suspension by any Government Organization or any Public Sector Undertaking during anytime in the last 7 years (any time after April 2012)</li> <li>c) The bidder is not complying with any of Tender Clause during bidding/bid scrutiny or before awarding contract.</li> <li>d) The bidder has previously worked with BHEL and services provided by bidders were not satisfactory as per feedback from BHEL under any of the following terms :</li> </ul> <ul style="list-style-type: none"> <li>i. Not complied with any of contract condition(s) of TPIA Empanelment for inspection Services (for BOIs or Subcontracted Items or both).</li> <li>ii. Failed to produce information or evidence, desired by BHEL, in time.</li> <li>iii. Produced documents of doubtful authenticity.</li> <li>iv. Not taken any Corrective actions against the gaps observed during audit or outcome of review meetings of BHEL</li> </ul>
<b>5.0</b>	<b>RATE / PRICE SCHEDULE</b>
5.1	Rate schedule is enclosed as VOL-III.
<b>6.0</b>	<b>BUSINESS VOLUME</b>
6.1	Estimated quantity of fabricated steel structure is 37212 MT.
<b>7.0</b>	<b>CONFIDENTIALITY</b>
7.1	<p>The TPIA agree &amp; 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 TPIA agrees to keep it confidential &amp; 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.</p>
<b>8.0</b>	<b>CONTRACT DURATION</b>
8.1	This contract shall be valid for 18 (eighteen) months from the date of issue of PO/WO.

8.2	Additionally, at the sole discretion of BHEL, this contract may be extended further for a period of maximum 6 (six) months at the same rate and terms and conditions.
<b>9.0</b>	<b>MOBILISATION</b>
9.1	Not applicable. Time for attending inspection call shall be as per clause no. 3.5
<b>10.0</b>	<b>MOBILISATION ADVANCE</b>
<b>10.1</b>	No mobilization advance is payable in this contract.
<b>11.0</b>	<b>PRICE VARIATION CLAUSE / RATE REVISION</b>
11.1	The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation / revision shall be payable.
<b>12.0</b>	<b>OVER RUN CHARGE</b>
12.1	No ORC is applicable to this contract.
<b>13.0</b>	<b>TERMS OF PAYMENT</b>
13.1	Successful bidder shall submit RA bill at the end of each month as per billing break-up of the tender. Bill shall be accompanied with list of services rendered during the month and 'Inspection Tracker Sheet (certified by BHEL Engr.).
13.2	Progressive payment shall be made by BHEL against bidder's RA bill, GST complied Invoice complete & correct in all respect accompanied by BHEL engineer's certified/ measurement sheet, jointly signed ; requisite statutory certificates, certified by BHEL; within <b>45 days of submission of the bill.</b>
13.3	However, no extra payment / interest charges shall be made in the event of deferment in payment.

13.4	<p>For all items of work as per rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be retained as Retention amount. Retention Amount shall be governed as per details mentioned below.</p> <p>a. Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with below mentioned clause (titled Bank Guarantee Clauses), equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period &amp; shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning &amp; subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.</p> <p>b. Refund of retention amount shall be as follows: 100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.</p> <p>Bidder's invoices shall be accompanied by 'Inspection Tracker Sheet' of the month (with details of inspection calls etc.), duly signed by BHEL inspection coordinator at PSER-HQ, Kolkata. Payments will be made as per rates accepted.</p>
13.5	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
13.6	Applicable GST shall be released to the vendor upon compliance of following:
13.6.1	Vendor declaring such invoice in his IFF/ GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.,
13.6.2	Receipt of Goods/ services and Tax Invoice by BHEL.
13.6.3	Confirmation of payment of GST thereon by vendor on GSTN portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/ quarter.
13.6.4	Above is subject to receipt of goods/ service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

13.7	The Bidder shall raise monthly RA bills from their office. However, the bill shall be submitted at site for verification and further processing for onward payment.
13.8	For all Pro Rata Basis payment / recovery, duration of month will be considered as 30 days.
13.9	<b>Project Director-BHEL Lara site shall</b> be the paying authority cum controlling officer for all contractual dealing of the site.
<b>14.0</b>	<b>EXTRA WORK</b>
14.1	There is no provision of any extra work in this contract / package .
<b>15.0</b>	<b>TAXES AND DUTIES</b>
15.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority shall be passed on to BHEL.</p>
15.2	Void

15.3	<p>Successful bidder shall furnish proof of GST registration with GSTN portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
15.4	Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the input credit under GST law at bidder's end.
15.5	TDS under income tax act shall be deducted as per prevailing IT rules from the bills.
15.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
15.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
15.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
15.7.2.1	TAN and PAN of vendor should appear in all invoices /claims. Copy of TAN /TCS registration is to be submitted.
15.7.2.2	Amount of TCS and assessable value on which TCS has been calculated should be specified clearly in the invoice.
15.7.2.3	You shall be required to submit certificate of TCS in Form No. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
15.7.3	<p>In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -</p> <p>"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.</p>

15.7.4	In event of failure to comply with the provisions of the act, or proper certificate not issued, or if tax collected but not remitted to the government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with a applicable interest.
15.7.5	You shall comply with all statutory amendment/notifications in this respect.
15.8	<p>Bidder shall note that GST tax invoice complying with GST invoice rules (section 31 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN - Refer attached GSTN code table of BHEL.</p> <p>NAME - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>ADDRESS - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, name and address as stated above, have been specified elsewhere in the tender.</p>
15.9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and email address - Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
15.10	<p>In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to invoicing rules under GST law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
15.11	In case of raising any Supplementary Tax Invoice (Debit / Credit note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

15.12	<p>Successful bidder shall comply with the time limit prescribed under the GST law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>
15.13	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>
15.14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST act, and the same should be available to BHEL in form GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the government through filing of GSTR-3B of corresponding Month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>
15.15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with issuing authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, road permit / way bill, if required, shall be arranged by successful bidder and BHEL will not supply any road permit/ way bill for this purpose.</p>



15.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
15.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>16.0</b>	<b>INSURANCE</b>
16.1	The agency (TPIA), will at its expenses take out and maintain in effect, during the performance of contract the insurance policies for its inspectors and assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract.
<b>17.0</b>	<b>MODE OF EVALUATION &amp; AWARDING</b>
17.1	The bidder shall quote their total price in price schedule of GeM. Evaluation shall be in the form and manner prescribed in GeM.
<b>18.0</b>	<b>PERFORMANCE MONITORING</b>
18.1	BHEL shall monitor performance of the TPIA and the inspectors and shall forward feedbacks from time-to-time. The TPIA shall analyse the feedback given by BHEL/Customer on TPIA performance. The report of analysis and proposed corrective / preventive actions shall be given to BHEL within 7 days.
<b>19.0</b>	<b>PENALTY / LIQUIDATED DAMAGES</b>
19.1a	Liquidated damages (LD) shall be levied at a rate of 0.5% of the inspection charges for the relevant item(s) per day of delay if the vendor fails to attend and conclude inspection calls within 48 hours of the inspection call being issued. If an inspection call remains unattended for 96 hours or more, such failure will be considered a serious breach and may result in a reduction of the agency's rating for the corresponding month. The total amount of LD payable shall not exceed ten percent (10%) of the contract value of the delayed quantity, provided there is no bona fide dispute or controversy regarding the cause or extent of the delay.

19.1b	<p>If any deficiency or discrepancy is identified during subsequent inspections, audits by BHEL/ NTPC, or customer feedback regarding the aesthetic appearance, mismatching, or malfunction of inspected items received at the site or during their use, erection, testing, or commissioning, and if it is determined that the discrepancy is attributable to inaccurate, inadequate inspection, or inspector negligence, a penalty equal to five times the inspection charges for the relevant item shall be deducted from any outstanding bills. In the event that such a discrepancy is discovered after the contract period has ended and the final bill has been paid, the penalty shall be deducted from the security deposit. There shall be no limit to the amount of the penalty.</p>
19.1c	<p>In case of any change to the order value, the LD shall be subject to a maximum of 10% of the revised order value of delayed quantity.</p> <p>In case of any amendment / revision, LD shall be linked to amended / revised PO value.</p>
19.2	<p>Deficiency/ discrepancy in Inspection is defined as following:</p> <ol style="list-style-type: none"> <li>Rejection of Inspected Product by BHEL/Customer(s)</li> <li>Rework/ Repair at Supplier works/ BHEL/ Customer(s) at the dispatch</li> <li>Change in Matching Component/ Interchangeability</li> <li>Other Deficiency/Discrepancy in inspection with respect to understanding approved Inspection Documents (like QAP, Technical Spec, Drawing, PO etc.)</li> </ol>
19.3	<p>Following actions will be taken for the discrepancies, if found:</p> <p>Apart from the penal recovery as mentioned in 19.1b &amp; 19.2, any Inspection Engineers found to be indulging in Unethical practices, Unfair means and Proxy Inspection will be immediately and permanently debarred from inspection of BHEL items.</p>
19.4	<p><b><u>Exemption of Penalty / liquidated damages:</u></b></p> <p>In case of joint inspection with customer/ designated agency, the inspection shall be carried out on the date given by customer. In such cases the penalty due to delay in inspection from proposed date by supplier will be exempted.</p>
20.0	<p><b>CONTRACT OPERATION</b></p>
20.1	<p>After issuance of LOI, TPIA shall identify and intimate one coordinating officer at their office in Kolkata to HOD/Quality &amp; BE, BHEL-PSER. Inspection co-ordination shall be done by nominated BHEL official at PSER-HQ, Kolkata. Payment shall be made as per clause no. 13.</p>

21.0	<b>EARNEST MONEY DEPOSIT, SECURITY DEPOSIT, PERFORMANCE BOND</b>
21.1	<b>EARNEST MONEY DEPOSIT (EMD): Not Applicable.</b>
21.2	<p><b><u>SECURITY DEPOSIT (SD):</u></b></p> <p>The total amount of Security Deposit will be 5% of the contract value. Other terms related to Security Deposit shall be as per details mentioned below.</p> <p>21.2.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.</p> <p>21.2.2 The security Deposit should be furnished before start of the work by the contractor.</p> <p>Note: In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.</p> <p>21.2.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.</p> <ul style="list-style-type: none"> <li>i) Cash (as permissible under the extant Income Tax Act).</li> <li>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</li> <li>iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee form for Security Deposit shall be in the prescribed formats.</li> </ul>

- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.
- vii) Insurance Surety Bonds.

In case of delay in submission of Security Deposit, enhanced Security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

**Note:** BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

21.2.4 The Security Deposit shall not carry any interest.

21.2.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

	<p>21.2.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.</p> <p>21.2.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.</p>
21.3	<p><b>RETURN OF SECURITY DEPOSIT:</b></p> <p>The security deposit shall be released to the contractor, without interest, 90 days after the contractor's satisfactory completion of all contractual obligations as defined in the contract. The release of the security deposit shall be subject to the deduction of any expenses, penalties, or other amounts owed to BHEL by the contractor pursuant to this contract or any other contracts entered into with BHEL.</p>
21.4	Performance bond is not applicable for the tender.
<b>22.0</b>	<b>GUARANTEE/ WARRANTY</b>
22.1	Not applicable.
<b>23.0</b>	<b>QUANTITY VARIATION</b>
23.1	<p>The quantities specified in the contract are estimates and may be adjusted to any extent, either upward or downward. If the final executed contract value varies within a range of <math>\pm 30\%</math> of the awarded contract value, no compensation shall be payable. However, if the final executed contract value falls below the lower limit of the awarded contract value due to quantity variations, the Contractor shall be entitled to compensation at a rate of 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value. If the final executed contract value exceeds the awarded contract value due to quantity variations, the Contractor shall not be entitled to any compensation.</p>
<b>24.0</b>	<b>BREACH OF CONTRACT, REMEDIES AND TERMINATION</b>

24.1	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee or Security deposit available with BHEL against the said contract is at least 10% of the contract value, the same be encashed.</p> <p>In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk &amp; Cost of the failed supplier/ contractor.</p> <p>Further, levy of penalties, liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract</p> <p><b>NOTE 1:</b> Any of the following case(s) (but not limited to) shall be considered as Breach of Contract</p> <ul style="list-style-type: none"> <li>i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv. Termination of Contract on account of any reason (s) attributable to contractor/bidder/TPIA.</li> <li>v. Assignment, transfer, subletting of Contract without BHEL's written permission.</li> <li>vi. Non-compliance to any contractual condition(s) or any other default attributable to Contractor.</li> </ul> <p><b>NOTE 2:</b> The deduction (or encashment) as specified in clause 24.1 is over and above any penalty and/or liquidated damaged, if any, as mentioned in clause of Penalty/Liquidated Damaged.</p>
<b>25.0</b>	<b>TERMINATION OF CONTRACT:</b>
25.1	<p>BHEL reserves the right to terminate the contract at any time during the period of contract on account of any one or more of the following (by contracted TPIA):</p> <ul style="list-style-type: none"> <li>i. Non-fulfilment or non-compliance to any of the contract condition(s),</li> <li>ii. Breach of contract,</li> <li>iii. Failure to meet performance expectations,</li> <li>iv. Submission of false and/or forged document(s) / evidence(s)</li> <li>v. Adverse feedback regarding quality of services rendered,</li> <li>vi. indulgence in unethical practice(s) or questionable integrity</li> <li>vii. Insolvency</li> <li>viii. Not meeting the required dead-lines / due dates/ completion date, for the actions proposed and/ or discussed during review meeting(s) with BHEL.</li> </ul>
<b>26.0</b>	<b>INTEREST PAYABLE</b>

26.1	No Interest is payable to Contractor/ Bidder. Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise
<b>27.0</b>	<p><b>BANK GUARANTEE CLAUSES:</b></p> <p>Where ever Bank Guarantees are to be furnished/ submitted by the contractor, the following shall be complied with:</p> <p>i. Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.</p> <p>ii. The Bank Guarantees shall be as per prescribed formats</p> <p>iii. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.</p> <p>iv. In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.</p> <p>v. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.</p> <p>vi. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.</p> <p>vii. The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.</p>
<b>28.0</b>	<b>OTHER TERMS</b>
27.1	Any terms & conditions not mentioned in VOL-II&ID of tender document, shall be as per GCC (Vol-I) of tender document.

## **BIDDER'S CERTIFICATION / UNDERTAKING FORM**

**(To be submitted in bidder's letterhead along with bid)**

We, \_\_\_\_\_ (Name of the Bidder) hereby declares and certify/ undertake for third-party inspection service for inspection of Shop fabricated structures as per terms of NIT, we shall adhere all the terms of contract/ clauses of Tender Specification.

We hereby undertake the following and comply to all the stated clause in ethical manner:

1. Our HQ / corporate office in India are certified as per ISO 9001:2015 from an agency accredited by an IAF member body. And the HQ / corporate office in India is accredited B in accordance with ISO/IEC 17020:2012, as per tender requirement. Copies of the certificates are attached for reference. We also undertake that we shall maintain the said certification throughout the currency of the contract.
2. We will not off-load either full or part of the work, assigned by BHEL.
3. We agree & acknowledge that in the course of their discussions and interaction, BHEL will disclose information of confidential and proprietary nature relating to its business, product, know-how, technology, customers, employees and financial to us. Such information shall be treated as confidential. We agree 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 staff on need to know basis, without the prior written permission of BHEL.

We also hereby irrevocably agree to confirm and ensure the compliance of all Tender requirements during operation of the contract including extension, if any, without any deviation(s).

*We understand that the consequences of making an untrue statement in the Bid, or of not complying with the terms of any of clause of this Tender or failing to produce satisfactory evidence to BHEL regarding the information or non-fulfillment of any bid security, reduction (or re-distribution of ratio) of business volume, hold/suspension of contract or termination of the Bidder from participating in future tenders and/or the termination of the Contract.*

Signature of Authorised Person

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**ANNEXURE- A1**

<b>Particulars of Inspection Agency</b>			
1.1	Name of the Company		
1.2	Head Office		
	i)	Address	Fax No.
	ii)	Phone No.	Website:



	iii)	Email		
1.3	Chief Executive			
	i)	Name		
	ii)	Designation		
	iii)	Office Address		
	iv)	Phone No.		Mob. No
	v)	Email id:		
	vi)	Qualification		
	vii)	Profile		
	viii )	Experience		
1.4	Ownership		Please put ✓ (tick mark) in appropriate box	
			Govt of India Undertaking	State Govt Undertaking
			Public Limited Company	Private Limited Company
			Partnership/Individual Firm	Other (Please specify)
			Please provide documentary proof, such as, Memorandum & Articles of Association, Company Registration certificate, Partnership Deed, as applicable	
1.5	i)	Total No. of Persons		
	ii)	No of Persons engaged in inspection		
	iii)	Total No. of Branches		
1.6	Particulars of Branches: (Add separate sheet if required)			
	i)	Location:		
	ii)	Name of Branch Manager		
	iii)	Address		
	iv)	Phone No.		Mob No.
	v)	Fax No.		
	vi)	Website		

	vii)	Email Id:				
	viii)	Total No. of Persons				
	ix)	No of persons engaged in Inspection				
1.7	Date of Incorporation/Registration					
1.8	Turnover of the company from Inspection Services for the last 3 years	Year	Turnover (in Rs. Crores)			
		Total				
1.9	Audited Balance Sheet/Annual Report for the last 3 years (to be enclosed)					
1.10	Details of Banker:					
	Name of Bank	Branch name	Account No	Beneficiary name	IFSC Code	MICR Code
1.11	Registration with statutory Bodies					
	a)	Income TAX PAN No				
	b)	GST/ Registration No. (Please enclose relevant letter/certificate)				
1.12	a)	ISO: 9001 certified				YES/NO
	b)	If Yes, Year of Certification				
	c)	Certification Body & Certificate No.				
	d)	ISO/IEC: 17020 certified:				YES/NO
	e)	If Yes, Year of Certification				
	f)	Certification Body & Certificate No.				
	1.13	Organization: (Please enclose Organization chart)				
1.14	<b>List of Clients for which Purchase Order and Completion Certificate/ Evidence of Completion of Inspection Contract have been submitted</b>					

	SI No.	Client	Supplier(s)	Item(s)	P.O/ Contract No	Value	Ren
	1						
	2						
	3						
1.15	(i) Biodata of persons engaged in inspection (Add separate sheet if required):						
	SI no	Name	Technical Q ualification	Additional C ertification ( NDT)	Experience in Inspectio n field	Specimen signature ( Attested)	Remarks
	(ii)	Summary					
		PG/ Graduate En gineers					
		Diploma Enginee rs					
		Total					
1.16	Type of services Offered						
1.17	Rendered TPI Services to any BHEL Unit/Division						YES/NO
	If Yes, please give details						
1.18	Whether any litigation/Arbitration is pending:						YES/NO
	If Yes, please give details						
1.19	No Deviation Certificate (in the format enclosed- in Annexure B)						
1.20	Information Regarding Banning, Blacklisting from Business						
1.21	Any other Information (use additional sheet, if required)						
	Enclose Organizational Structure of Inspection Agency						

**Name:**

**Date:**

**Seal:**

## **ANNEXURE- A2**

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / a incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category inclusion with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this raise their representation against the same by using the Representation window provided in the bid details field in S

dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, the Service Level Agreement will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**