



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

**(Tender specification no. AA/CQ/TPI/018/2007 Rev.-01)**

**CORPORATE QUALITY DIVISION  
BHARAT HEAVY ELECTRICALS LIMITED – NEW DELHI**

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

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# **SECTION - I**

## **QUALIFICATION AND ELIGIBILITY REQUIREMENT**

### **1.1 GENERAL**

- 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.
- 1.1.4 The bidder should have experience of carrying out inspection with organization like NTPC, NHPC, NPCIL, HPGCL, PGCIL, EIL, ONGC, IOCL, SEBs, Defence organizations etc.
- 1.1.5 The bidder should submit reference list of clients as per serial No 16 of Registration Form for whom inspection and related activities were carried out during last three years.
- 1.1.6 The bidder shall be equipped with all modern modes of communication such as telephone, mobile phone, fax, computer, printer, scanner, e-mail, internet etc. in all offices. Mobile phone and e-mail facility should be provided to all Inspection Executives.

### **1.2 MINIMUM QUALIFYING REQUIREMENT**

- 1.2.1 The bidder should have well-defined and implemented Quality Management System and must be an ISO: 9001-2000 certified organization.
- 1.2.2 The Bidder should have a countrywide network of minimum 10 (Ten) offices/ branches at major cities to cover the whole country effectively. **Offices/ branches at Delhi, Mumbai, Hyderabad, Chennai, Bangalore, Vadodara/Ahmedabad and Kolkata are must.** Each office/ branch should have sufficient persons to handle inspection calls.

1.2.3 The bidder should have minimum of 8 years experience of Third Party inspection and related activities in Engineering Industries. **The Bidder should enclose documentary evidence of experience** in above fields in any of the following manners :-

- (i) Certificate of satisfactory performance / service from minimum three customers.
- (ii) Proof of successful execution of minimum three contracts starting

1.2.4 The bidder should have minimum Rupees. 5.00 (Five) crores turnover during the year 2006-07 and average turn over of last 3 years should be minimum Rs. 3.50 crores (Three crores and fifty lacs ) **from inspection services within India only.**

1.2.5 The Bidder should have a team of minimum 70 ( seventy ) qualified and experienced persons, engaged in inspection work in Engineering Industry. Out of this, minimum number of inspection Engineers ,deployed in different regions, shall be as below :

**Eastern region - 08**

**Northern Region - 15**

**Southern Region - 15**

**Western Region - 20**

1.2.6 Bio-data of all persons, engaged in inspection, including qualification (Technical/ additional}, experience, field of expertise and attested specimen signature at S.No 15 of “ Particulars of Inspection Agency”

1.2.7 Minimum 80% of personnel, engaged in inspection, should have at least following qualification and experience:

- (i) Graduation in Engineering with 5 years experience in inspection activities
- (ii) Diploma in Engineering with 8 years experience in inspection activities.

**1.3 BHEL reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency.**

- 1.4 No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.2. Any offer not meeting above requirements shall be rejected.**
- 1.5 The bidder shall fill format for “Particulars of Inspection Agency” given on the next page.**

## **Particulars of Inspection Agency**

1. Name of Company:

2. Head Office:

i. Address:

ii. Phone No.:

Fax No.:

iii. E-mail:

Website

3. Chief Executive:

i. Name:

ii. Designation:

iii. Office Address:

iv. Phone No.:

v. E-mail:

vi. Qualification

vii. Profile

viii. Experience

4. Ownership Status: (Please put  $\sqrt{\phantom{x}}$  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)

5.     i)     Total No. of Persons:  
       ii)    No. of persons engaged in inspection  
       iii)   Total no. of branches

6. Particulars of Branches: (Add separate sheet if required)

- i) Location:  
ii) Name of Branch Manager:  
iii) Address:  
iv) Phone No:  
v) Fax No.:  
vi) Website:  
vii) E-mail:  
viii) Total No. of persons:  
ix) No. of persons engaged in inspection:

7.     Date of Incorporation/Registration:

8. Turnover of the Company from inspection services for the last 3 years:

| <u>Year</u>    | <u>Turnover (in Rs. Crore)</u> | <u>Remarks</u> |
|----------------|--------------------------------|----------------|
| 2004-05        |                                |                |
| 2005-06        |                                |                |
| 2006-07        |                                |                |
| <u>Average</u> |                                |                |

9. Audited Annual Report for the last 3 years (to be enclosed)

10. Income Tax Clearance Certificate for the last 3 years (to be enclosed)

11. Bankers Name and Address:

12. Registration with Statutory bodies:

a. Income Tax PAN No.

b. Service Tax Registration No.  
(Please enclose relevant letter/certificate)

13 a. Whether Company is ISO: 9001 – 2000 certified: Yes/ No

b. If yes, year of Certification

c. Certification Body

14. Organisation :  
(Please enclose Organisation Chart)

15. List of Clients during last three years:

| <b>Sl. No.</b> | <b>Client</b> | <b>Vendor(s)</b> | <b>Item (s)</b> | <b>P.O/Contract No.</b> | <b>Value</b> | <b>Remarks</b> |
|----------------|---------------|------------------|-----------------|-------------------------|--------------|----------------|
| <b>1</b>       | <b>2</b>      | <b>3</b>         | <b>4</b>        | <b>5</b>                | <b>6</b>     | <b>7</b>       |

16. (i) Bio-data of all persons engaged in inspection:

| S.N | Name | Technical Qualification | Additional Certification(NDT) | Experience  |       | Specimen Signature (Attested) | Remarks |
|-----|------|-------------------------|-------------------------------|-------------|-------|-------------------------------|---------|
|     |      |                         |                               | No. of Yrs. | Field |                               |         |
| 1   | 2    | 3                       | 4                             | 5           | 6     | 7                             | 8       |

(ii) Summary:-

PG/Graduate Engineers

Diploma Engineers:

Others :

TOTAL :

17. Type of Services offered:

18. Did you provide TPI services to any BHEL Unit/ Division?  
If yes, please give details.

19. Whether any litigation/ Arbitration is pending:  
If yes, please give details.

20. Any other information: (use additional sheet, if required)

Signature of Authorized Person

Name:

Date:

Seal:

# **SECTION – II**

## **GENERAL REQUIREMENTS**

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## **GENERAL REQUIREMENTS**

### **2.1 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.

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.

As a strategic shift of focus to other segments of quality operations, BHEL proposes to empanel TPI Agency to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units & division as given below:

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. High Pressure Boiler Plant, Tiruchirapalli
9. Seamless Steel Tube plant, Tiruchirapalli
10. Piping Centre, Chennai
11. Boiler Auxiliaries Plant, Ranipet
12. Industrial Valves Plant, Goindval (Punjab)
13. Electronic Division Bangalore
14. Electronic systems Division Bangalore
15. Industrial Systems Group, Bangalore
16. Electroporcelain Division Bangalore
17. Insulator plant, Jagdishpur
18. Project Engineering Management, Delhi
19. Industry Sector, Delhi
20. Power Sector, Northern, Eastern, Western and Southern Regions

The scope of work and other requirements are given in forthcoming sections.

## **2.2 Scope of Work**

Following shall be included in the scope of work:

- 2.2.1 Inspection of Purchased and Bought -out items ordered by BHEL Units/ Divisions from all over India. The inspection comprises visual, dimensional, physical, analytical, electrical, mechanical and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Transmission , Distribution and Industry Sector. Estimated Annual Value of goods to be offered for inspection is Rs 800 ( Rs. Eight Hundred) Crores. It is likely to increase @ 20-25% annually.
- 2.2.2 Coordination with BHEL's Customers for joint inspection and clearance.
- 2.2.3 The Inspection Agency shall have to attend inspection calls throughout India. A representative list of places is given at 2.14. for reference.
- 2.2.4 An indicative list of items of materials, which are normally inspected, is given at 2.15. for reference.
- 2.2.5 Exact scope of work shall be defined by the Purchasing Divisions.

## **2.3 Inspection call**

Inspection call shall be raised by Vendor on BHEL format through Web-based system .In absence of above; format used by vendor shall also be acceptable.

## **2.4 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 BHEL or Vendor before inspection. For critically required materials, BHEL shall provide copy of PO in advance to enable Inspection Agency to draw inspection schedule.

## **2.5 Coordination with BHEL customer**

- 2.5.1. Coordination with Customer shall be done by the inspection agency for arranging joint inspection and obtaining Customer Hold Point (CHP) clearance and Material Dispatch clearance certificate (MDCC).
- 2.5.2. In case, customer inspection is required after BHEL inspection, the inspection agency shall carry inspection on behalf of BHEL before offering to the customer. Further coordination will be done by Inspection Agency till receipt of CHP/ MDCC.

## **2.6 Time for attending inspection call:**

- 2.6.1 The inspection call shall be attended within two days from the date of receipt of call if place of inspection is within 100km (local) and three days if place of inspection is beyond 100km (outstation).
- 2.6.2 If the proposed date of inspection is given in the inspection call, the inspection is required to be attended on that date.
- 2.6.3 In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date.

## **2.7. 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.

- 2.7.1 The stage inspection shall ~~also~~ be done, if called for in Quality Plan, PO or any other applicable document at the works of main supplier or sub- supplier.
- 2.7.2 The vendor shall provide all necessary facilities for carrying out inspection, measurements and testing.
- 2.7.3 The vendor shall ensure safe working condition during inspection. The inspection agency should satisfy for adequate safety. BHEL shall not be responsible for any loss damage on this account.
- 2.7.4 The inspection agency shall ensure use of calibrated measuring instruments and equipments.
- 2.7.5 The inspection agency shall verify:
  - i) Material Test Certificate & traceability records to ensure use of correct material.
  - ii) Vendor's internal QC records.
  - iii) Compliance with process parameters as per Quality Plan.
  - iv) Qualification record of equipment, process & personnel for special Processes like welding, brazing, NDE, painting & metal coating etc.

Type- test certificate or any special certificate called for in the PO.

The Inspection Agency shall endorse all verified certificates.

- 2.7.6 Shall carry out visual and dimensions inspection, NDE and testing etc. as per applicable documents.
- 2.7.7 In case of non-conformance, inspection agency shall raise Non-Conformance Report (NCR) on the date of inspection itself and intimate the Unit
- 2.7.8 Inspection shall be treated as complete only when final inspection report is issued after completing all stages of inspection.
- 2.7.9 The accepted items shall be stamped and reference of stamp given in the Inspection Report (IR).

**2.8 Submission of Inspection Report (IR):**

- 2.8.1 After completion of inspection, the Inspection Agency shall submit report to the ordering Unit on the format provided/approved by the unit within **24 hrs for local inspection and 48 hrs for out -station inspection.**
- 2.8.2 The inspection report shall essentially contain following details:
- i) Purchase Order No.
  - ii) Inspection Report No.
  - iii) Name and address of Vendor
  - iv) Date of call received
  - 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 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.

2.8.3 The Inspection Agency shall ensure that IR is received by the Unit within seven (7) days from the date of final inspection.

2.8.4 The inspection agency shall report critical observations ~~with~~ to Unit separately and give suggestion for improvements.

**2.8.5 Monthly Status Report**

The inspection agency shall submit the monthly status report to Unit with a copy to Corporate Quality Division, Delhi indicating the details of inspection carried out, value of inspected items, inspection charges, time taken to attend the call/issue of report and pending inspection calls. Exact requirements and format of reporting shall be discussed and agreed upon by the inspection agency and individual Unit.

2.8.6 The Inspection Agency shall furnish any other report as agreed mutually with the unit without any additional charges.

**2.9 Penalty for discrepancy in inspection:**

- (i) 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. and it is established that the discrepancy is on account of inaccurate/ inadequate inspection, the inspection charges of the concerned item along with 30% overhead shall be deducted from pending bills.
- ii) If inspection calls are not attended within prescribed time, a deduction of 1.0% per day delay, up to 5 days shall be made from the inspection charges of offered goods. If the delay is more than 5 days, the deduction shall be @ 2.0% per day for the total delay inclusive of initial delay period.

**2.10. Feedback Analysis**

The inspection agency shall analyse the feedback given by unit, user or customer. The report of analysis and proposed corrective / preventive actions shall be given to Unit within 7 days. **No additional charges would be payable for this activity.**

**2.11. Record Keeping:**

The inspection agency shall retain the inspection record for a period of 2 years after inspection.

**2.12. Assignment**

- (i) The inspection agency shall not off-load either full or part of the work, assigned by BHEL.
- (ii) The information regarding addition / depletion / no change of manpower shall be furnished to Corporate Quality, BHEL after every six months. Additional manpower shall be got qualified / approved by Corporate Quality, BHEL.

### **2.13 Performance Monitoring**

- 2.13.1 The performance of Inspection Agency shall be monitored by Unit on aspects of response time to attend the call, timely submission of inspection report, correctness of inspection, feedback of vendors, Surveillance/Audit report of Corporate Quality Division and feedback from Customers. Units shall send quarterly performance report of inspection agency to Corporate Office.
- 2.13.2 BHEL may conduct the audit/ investigation at vendor's work/ inspection agency as deemed necessary.

**BHEL reserves the right to add, delete or modify above general requirements.**

## 2.14: LIST OF PLACES (Indicative)

| <b>Northern Region</b><br>(J&K, Punjab, Himachal, Haryana, Chandigarh, Delhi, UP, Uttarakhand, Rajasthan, MP) | <b>Southern Region</b><br>(Kerala, TamilNadu, Pondichery, Karnatka, AP) | <b>Eastern Region</b><br>(NE, West Bengal, Bihar, Jharkhand, Orrisa, Chattisgarh) | <b>Western Region</b><br>(Maharashtra, Gujarat, Goa, Daman & Diu, Dadra Nagar Haveli) |
|---|---|---|---|
| Delhi   | Hyderabad   | Howrah  | Mumbai  |
| Faridabad   | Zaheerabad  | Patna   | Pimpri  |
| Gurgaon   | Kottur  | Rourkela  | Miraj   |
| Ambala  | Vishkhapatanam  | Bhubaneshwar  | Nagothane   |
| Bahadurgarh   | Anekapalli  | Tata Nagar  | Daman   |
| Ballabhgarh   | Kakinada  | Bhilai  | Umbergam  |
| Sonipat   | Vijaywada   | Durg  | Sachin  |
| Panipat   | Guntur  | Raipur  | Bharuch Jamnagar Bhuj   |
| Dharuhera   | Kondapuri   |   | Dholka  |
| Yamuna Nagar  | Kedgao  |   | Dharangadhara   |
| Hissar  | Jejuri  |   | Rajkot  |
| Chandigarh  | Saswad  |   | Lonavala  |
| Jalandhar   | Baramathi   |   | Pune  |
| Ludhiana  | Ranjangao   |   | Kolhapur  |
| Rajpura   | Chakan  |   | Nasik   |
| Jaipur  | Walchand Nagar  |   | Silvassa  |
| Udaipur   | Shindiwadi  |   | Vapi  |
| Jodhpur   | Bangalore   |   | Surat   |
| Ajmer   | Tunkur  |   | Ahemdabad   |
| Abu Road  | Mysore  |   | Chhtral   |
| Dehradun  | Ramnagaram  |   | Lakhter   |
| Roorkee   | Hasur   |   | Bhav Nagar  |
| Muzaffar Nagar  | Hubli   |   | Chinhwad  |
| Agra  | Belgaon   |   | Kirloskarwadi   |
| Kanpur  | Goa   |   | Ahmed Nagar   |
| Lucknow   | Chiplun, Ratnagiri  |   | Tarapur/Boisar  |
| Allahabad   | Swanthwadi  |   | Satara  |
| Ghaziabad   | Palghat   |   | Valsad  |
| Noida   | Alwaye  |   | Ankeleswar  |
| Bulandsahar   | Coimbatore  |   | Gandhi Nagar  |
| Sikandrabad   | Cheennai  |   | Ralkanpur   |

|         |                |  |                 |
|---------|----------------|--|-----------------|
| Kasna   | Trichy         |  | Surremdra Nagar |
| Meerut  | Pondicherry    |  | Sindudurg       |
| Gwalior | Ranipet        |  | Khopli          |
| Bhopal  | Kanchipuram    |  | Nagpur          |
| Indore  | Maratmalaingar |  | Jalgaon         |
| Dewas   | Goomripundi    |  | Vadodara        |
| Katni   | Panangard      |  | Anand           |
|         | Madurai        |  |                 |
|         | Renugunta      |  |                 |
|         | Phukuttai      |  |                 |

## 2.15: **LIST OF ITEMS (Indicative)**

### **A – Mechanical Items**

| <b>Sl.No.</b> | <b>Item</b>                  | <b>Sl.No.</b> | <b>Item</b>            |
|---------------|------------------------------|---------------|------------------------|
| 1.            | Forging                      | 31            | Carbon Ring            |
| 2.            | Casting                      | 32            | Carbon Brush           |
| 3.            | Shafts                       | 33            | Steel Wire Rope        |
| 4.            | Coupling                     | 34            | Cu - Ni. Tubes         |
| 5.            | Springs                      | 35            | Fabricated Structures  |
| 6.            | Bearings                     | 36            | Blowers                |
| 7.            | Fittings                     | 37.           | Hangers                |
| 8.            | Diverter                     | 38            | Valve Silencer         |
| 9.            | Non-Metallic/Metallic/Rubber | 39            | Pressure Vessel        |
| 10.           | Hoses                        | 40            | Belts                  |
| 11.           | Pipes                        | 41            | Chain                  |
| 12.           | Non-Metallic/Metallic Tubes  | 42            | fold                   |
| 13.           | Filters                      | 43            | Cable Tray             |
| 14.           | Strainers                    | 44            | Local Instrument Racks |
| 15.           | Expansion Joints             | 45            | Sight Flow Glasses     |
| 16.           | Valves                       | 46            | Turbine for Pump       |
| 17.           | Actuators                    | 47            | Boiler Feed pump       |
| 18.           | Fabricated Structures        | 48            | Snubbers               |
| 19.           | Pumps                        | 49.           | Air Trap               |
| 20.           | Machined Components          | 50            | Steam Trap             |
| 21.           | Metallic Expansion Bellows   | 51            | Oil/air cooler/coolers |
| 22.           | Rubber Expansion Bellows     | 52            | Floor Grills           |
| 23.           | Dished end                   | 53            | Compensators           |
| 24.           | Idler Roller                 | 54            | Aluminium Sheets       |
| 25            | Tube Sheet                   | 55            | Air cylinders          |
| 26            | Gear                         | 56            | Stator frames          |
| 27            | Gear Box                     | 57            | Water boxes            |
| 28            | Pinion                       | 58            | De-aerators            |
| 29            | Thermo well                  | 59            | Bowl mills items       |
| 30            | Flange                       | 60            | Refractory materials   |

**B. Electrical Items****C. C&I Items**

| <b>Sl.No.</b> | <b>Item</b>  | <b>Sl.No.</b> | <b>Item</b>                        |
|---------------|--|---------------|------------------------------------|
| 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<br>(Power, Control,<br>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<br>Detector |
| 19.           | Motor Controls Centres                                   | 19.           | Thermocouple                       |
| 20.           | Cable Gland  |               |                                    |
| 21            | Cable Marker   |               |                                    |

| <b>D. Raw Material</b> |  | <b>E. Equipments</b> |                          |
|------------------------|--|----------------------|--------------------------|
| <b>Sl.No.</b>          | <b>Item</b>                                  | <b>Sl.No.</b>        | <b>Item</b>              |
| 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             |
| 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    | 20. | Desuperheater                 |
| 21 | Thermal Insulation              | 21. | PRDS                          |
| 22 | Oil Seal                        |     |                               |
| 23 | Gasket                          |     |                               |
| 24 | Miscellaneous Rubber Items      |     |                               |
| 25 | Welding Electrodes              |     |                               |
| 26 | Paints                          |     |                               |

## **SECTION - III**

### **INSTRUCTIONS TO BIDDERS (ITB)**

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### **3.1. INSTRUCTION TO BIDDERS (ITB)**

- 3.1.1 Sealed bids are invited by CORPORATE QUALITY 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 fulfill the minimum qualifying requirements as stipulated in Section -1
- 3.1.4 BHEL reserves right to ask any additional information.
- 3.1.5 Notwithstanding anything stated above BHEL reserves the right to carry out physical verification of infra-structural facilities to assess bidder capability and capacity to perform the work.
- 3.1.6 The bidder has to quote as per the price Format 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.
- 3.1.7 Bid must be submitted in two separate sealed envelopes **Part-A and Part-B**. First envelope shall contain EMD of Rs 2 lakhs, techno – commercial offer and un-priced bid.. The second sealed envelope shall contain price bid. 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 it 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 Bids received late are liable to 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 of 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 DOCUMENTS**

### **3.2.1 CONTENTS OF BID DOCUMENT**

3.2.1.1 The bid document comprises of the following sections.

| 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 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 BID DOCUMENT**

- 3.2.3.1. BHEL reserves the right to issue amendments, clarifications to the Bid Document to all the bidders who have received the Bid Document, giving reasonable time prior to be 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, 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:

- 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 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 The bidder should take into considerations while quoting the price the eventualities such as :-

- Material not offered for inspection by a vendor during the visit due to any reason.
- Rework or rectification of material after inspection.
- Rejection of material after inspection.

No charges shall be payable in such cases.

3.3.3.6 **Treatment of Arithmatical Errors:**

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**.

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.
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.

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.

**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 **90 days** from the date of opening of price bids. The bids valid for a period shorter than specified shall be rejected.

### **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.

3.3.6.2. The EMD is required to ensure that the bidder does not refuse to:

- 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

- 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 bidders shall be refunded normally within 15 days after award of contract.

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’, ‘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.

### **3.4 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
- (b) Techno- Commercial (1 original + 1 copy)

Bid along with duly filled and signed copies of Particulars of Inspection Agency Check-list, General Requirements, Un-priced Bid and General Conditions of Contract (GCC)

## **Part – B : Price Bid**

(i) Price Bid

(1 original + 1 copy)

3.4.1.2. Technical and Price Bid shall, then, be sealed in an outer envelope duly marked as “Original Bid” and “Copy No. 1”. In the event of any discrepancy, the “original” shall govern.

3.4.1.3 The inner and outer envelopes shall

(a) be addressed to the “GENERAL MANAGER (CORPORATE QUALITY), BHEL, KRIBHCO BHAWAN, A8-10, SECTOR-1, NOIDA(UP)-201301

(b) Superscribed as “BID FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY”“ DO NOT OPEN BEFORE -----(Date) and----(Time)}, as given in Tender. The inner and the outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late”.

3.4.1.4 If the outer envelope is not sealed and marked as required by ITB sub-clause 3.4.1.2 and 3.4.1.3 above, BHEL will assume no responsibility for the bid's misplacement or premature opening.

### **3.4.2 LAST DATE FOR SUBMISSION OF BIDS.**

3.4.2.1 Bids must be received in the office of the “**GENERAL MANAGER (CORPORATE QUALITY), KRIBHCO BHAWAN, A8-10, SECTOR-1, NOIDA (UP)-201301** 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. Bid submitted by Fax/Telegram/Telex/ E-mail/ Internet etc. is also acceptable. 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 Bid 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 BIDS**

Bids received after the specified time of their “Opening” are treated as Late Tenders and are not considered normally. Late bids, however, may be

considered only if the price bids of other bidders already received have not been opened and for recorded reasons such as (i) scarcity conditions, (ii) suspected cartel formation, (iii) poor response against open/limited tender etc. Approval of the next higher authority, not below the rank of AGM limited to Unit Head may be obtained in advance for consideration of late tenders.

#### **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 General Manager, (CQ) Kribhco BHAWAN, Sector-I, Noida by the officer(s) duly authorised by BHEL for this purpose at date and time given in the Tender in the presence of the Bidder's authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for BHEL, the Bids shall be opened at the appointed time and location on the next working day.
- 3.5.1.2 Bidder's authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by BHEL for evidencing their participation. No electronic recording device/mobile phones etc. shall be permitted during the bid opening.
- 3.5.1.3 Envelopes marked "Withdrawal" shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 3.4.4 (Modification and withdrawal of Bids) here of shall not be opened.
- 3.5.1.4 The Part-A of the bid (Technical Bid) only shall be opened on the date of opening. The bid of only those bidders shall be considered which contains the EMD of requisite value in acceptable form. The bids with EMD deficit in value / form will not be further processed.

- 3.5.1.5 The officer(s) of BHEL authorized for opening of bids will announce the Bidder's names, written notifications of withdrawals, if any, the presence or absence of the requisite EMD or any other information felt necessary.
- 3.5.1.6 The part-B (Price Bid) of the tender of only those bidders, whose Techno-Commercial bids found acceptable and shall be opened at a date 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 but not by 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 does not meet the minimum specified requirements, may 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 shall be evaluated by BHEL.
- 3.5.3.5 If necessary, BHEL may conduct negotiations with the lowest bidder.

### **3.5.4 NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED**

BHEL intends to empanel 3 (three) inspection agencies.

The business is intended to be shared in the ratio of 50:30:20 +/- 10 % of their share amongst the Lowest (L1) bidder and two subsequent bidders (L2 & L3) provided they match rate of lowest bidder.

However, if any of the inspection agencies, who are offered share of business, fail to accept the offer, the same will be offered to next lower bidders in sequential order

If the share is accepted by only one inspection agency, among L2 and other subsequent bidders, the business will be shared in the ratio of 60 :40 +/- 10% of their share between the original L1 and the other bidder who agrees to match the L1 rates

3.5.4.5 In case, none of the other bidders i.e. L2, L3 ..., who are offered business share fail to accept, BHEL reserves the right to give entire business to original L1 bidder.

### **3.6. AWARD OF RATE CONTRACT**

- 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.

**Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.**

# **SECTION – IV**

## **GENERAL CONDITIONS OF CONTRACT**

### **(GCC)**

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**SECTION-IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

4.1. DEFINITIONS

The following words and expressions shall have the meanings as given here under:-

**“Contract”** means the Contract Agreement entered into between BHEL and the Third Party Inspection Agency (Contractor), together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

**“Contract Documents”** means the documents listed in Clause 4.2 of GCC, Section-IV

**“Contractor”** means the person(s) whose bid to perform the Contract has been accepted by BHEL and is named as such in the Rate Contract Agreement and includes the legal successors or permitted assigns of the Contractor.

**“Inspection Agency”** means any person(s) 0, who may be duly authorized by Corporate Quality / Purchasing Unit to inspect the stores included in the Purchase Order and to take up surveillance/Audit at Vendor Work as and when required by purchasing unit.

**“Day”** means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month

**“GCC”** means the General Conditions or Contract hereof.

**“BHEL”** means Bharat Heavy Electricals Ltd., New Delhi”

**“CQ”** means Corporate Quality

**“CHP”** means customer hold point

**“MDCC”** means material dispatch clearance certificate.

**“TPIA”** means Third Party Inspection Agency

## **4.2 CONTRACT DOCUMENTS**

- 4.2.1 The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract.
- a) This Contract Agreement
  - b) Letter of Award of Rate Contract
  - c) Qualification and eligibility
  - d) Particulars of Inspection Agency including enclosures
  - e) General Requirement
  - f) Instruction to bidder
  - g) General conditions of contract
  - h) Price schedule
  - i) Annexure

## **4.3 CONSTRUCTION / EXECUTION OF RATE CONTRACT**

- 4.3.1 The Rate Contract Agreement as per Performa (Annexure-III) is to be signed within fifteen (15) days of the date of the Letter of Award of Rate Contract, on a date and time to be mutually agreed in the office of the GGM (CQ), NOIDA unless otherwise agreed to. 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 date 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.

## **4.5 CONTRACTORS 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.

#### **4.6. BHEL RESPONSIBILITIES**

- 4.6.1 BHEL shall request vendors & 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 units giving purchase order wise details of inspections and other relevant information required by the unit.
- 4.7.2 Concerned 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. 800 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 :-

| <b><u>Inspection Charges</u></b>            | <b><u>Security Amount</u></b>                         |
|---|---|
| (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)
- 11) Pay order, demand draft in favour of BHEL
- 111) Local cheques of scheduled banks, subject to realisation
- 1v) 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 balance 50% has to be remitted through either by cash or in other form of security. The bank guarantee format should have the approval of BHEL.
- 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.
- vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- viii) The security deposit shall not carry any interest.

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, the Contractor shall bear and pay all taxes other than service tax, 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 Cl 2.6 of Section –II.

## **4.11 PENALTY FOR NON-COMPLIANCE OF INSPECTION CALLS**

If the contractor fails to attend to the inspection call within the given time limit, the contractor shall pay to BHEL damages as provided in Clause No. 2.9b (ii) of Section-II.

## **4.12 PENALTY FOR DISCREPENCY IN INSPECTION**

For the material accepted at source by Third Party Inspection Agency, but subsequently found defective/sub-standard during use in the Shop, Erection, Testing or Commissioning, deduction shall be made as per cl. 2.9a (i) of section 2 from the pending bills.

## **4.13 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.

## **4.14 FORCE MAJEURE**

- 4.14.1 “Force Majeure” shall mean any event beyond the reasonable control of BHEL, Vendor or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: -
- a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
  - b) Rebellion, revolution, insurrection, military or usurped power and civil war;
  - c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives,

- or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor;
  - e) Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.
- 4.14.2 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.
- 4.14.3 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 fulfill its or their obligations under the contract.
- 4.14.4 No delay or non performance by either party thereto caused by the occurrence of any event of Force Majeure shall
- 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.
- 4.14.5 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 4.16.
- 4.14.6 Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.

#### **4.15. GOVERNING LAW**

The Contract shall be governed by and interpreted in accordance with laws of India.

#### **4.16 ARBITRATION**

- 4.16.1. Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL
- 4.16.2 All disputes between the parties to the contract arising out of or relating to the contract either concerning terms and **conditioned** of the contract or its implementation will be settled by the parties amicably. In case a dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case, it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (in case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable common functionary or an independent person). The venue of arbitration shall be Delhi. The arbitrator will give his award within a shortest period. The award of the arbitrator shall be final , conclusive and binding on both parties.
- 4.16.3 The arbitration proceeds shall be conducted in accordance with “Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof Language of the arbitration proceedings shall be in English.
- 4.16.4 The venue of Arbitration shall be Delhi, India. The courts of Delhi shall have exclusive jurisdiction.
- 4.16.5 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.
- 4.16.6 Notwithstanding any reference to the arbitration herein;
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
  - (b) BHEL shall pay the Contractor any money due to the Contractor

#### **4.17 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.

#### **4.18 ASSIGNMENT**

The cl. no 2.12 of Section –II shall be applicable.

#### **4.19 PERFORMANCE MONITORING**

The performance of Inspection Agency shall be monitored by Unit on aspects of response time to attend the call, correctness of inspection, feedback of vendors, Surveillance/Audit report of Corporate Quality Division and feedback from customers. Unit shall send quarterly performance report of inspection agency to Corporate Office. The report shall be given due consideration while extending/renewing the contract.

#### **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 contract condition, adverse feedback regarding quality of services rendered, indulgence in unethical practices or questionable integrity.

#### **4.21 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.**

# **SECTION - V**

## **ANNEXURES**

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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 |    |
|-------|--|----------------------|----|
|       |  | Yes                  | No |
| 1.    | The Particulars of Inspection Agency, given in Section-I, are filled.  |                      |    |
| 2.    | Bidder meets Eligibility and Qualification 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:-<br>(i) Memorandum and Article of association/Partnership deed/ Company Registration Certificate<br>(ii) Audited annual Reports.<br>(iii) Income tax clearance certificate.<br>(iv) PAN & Service Tax registration letters.<br>(v) ISO-9001-2000 accreditation certificate.<br>(vi) Proof of Registration with BHEL units. |                      |    |
| 6.    | The notarized power of attorney is enclosed.   |                      |    |
| 7.    | EMD Cheque / draft is enclosed   |                      |    |
| 8.    | The bid is valid up to two months after price bid opening  |                      |    |
| 9.    | Prices are firm up to validity period of rate contract.  |                      |    |

**DATE****Signature/seal of Authorise Signatory**

**BID FORM**

Date .....

Name of Contract –Rate Contract with third party inspection agency

To  
 Group General Manager,  
 Corporate Quality,  
<sup>nd</sup>  
 2 floor, Kribhco Bhawan,  
 A8-10, Sec 1 Noida (UP)-201301

Sir,

1.0 With reference to the open tender No. ....dated ....., we the under signed, having examined the tender specification, including amendment, and offer to provide the services under above named contract in full conformity with the said tender specification.

**2.0 Annexure to the Bid Form**

2.1 In line with the requirement of the Bid document, Clause no 3.3.6 of ITB, Section III, we enclose herewith EMD in the form of bank draft no. .... of .....  
 (Name of Bank)

for a sum of Rs. ....(Rupees.....)  
 (in figures ) (in words)

2.2 A power of attorney authorised by a Notary Public indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity in accordance with the ITB clause no.3.3.2.1(f) and 3.3.7.7.

2.3 Duly filled Check List for Bidder as per Annexure –I of Section -V & Registration Form along with support Documents as per clause no 5.0 of Section –I.

**3.0 PRICE SCHEDULES:**

3.1 Line with the requirements of the Bid Documents, we enclose herewith the Inspection charges as a percentage of Purchase order value as required by clause no. 3.3.3 of Section -III

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

and profit.

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

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

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

5.0 We agree to abide by this bid for a period of Two 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:

**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 ----- 2005 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) on the ONE PART.

AND

M/S -----  
------(hereinafter called the 'Contractor', on the SECOND  
PART.

WHEREAS M/s -----  
That they have acquired and posses extensive experience in the field of -----  
And whereas in response to an Invitation to Tender No.-----issued by BHEL for  
execution of -----the contractor submitted their  
offer No.-----dated-----And whereas BHEL has  
accepted the offer of the Contractor on terms and conditions specified in the letter of Award No.-  
-----dated----- read with the references cited therein.

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

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No.-----  
(hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents instructions to Bidders General Conditions of Contract (GCC) Qualification and eligibility requirements, General requirements, Annexure, Letter of

Award dated ----- and such other instructions given to him from time to time by BHEL.

2. The contractor is required to furnish to BHEL security deposit, minimum 50 %, in the form of pay order/demand draft/ local cheque No. -----dated----- drawn on -----(Name of Bank) and maximum 50 % in the form of Bank Guarantee valid up to -----for a sum of Rs----- (Rupees-----) towards satisfactory performance and completion of the 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 installment 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 contract.
  8. That BHEL, after proper scrutiny of bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL Units/ Purchasing divisions in accordance with this agreement.
  9. That this Agreement shall be deemed to have come into force from -----the date on which the letter of award has been issued to the contractor.
  10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the GCC or other conditions governing this Agreement.
  11. That all charges on account of Octroi, Terminal and other taxes, including sales tax or other duties on material obtained for execution of the said works shall be done and paid by the contractor.
  12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C ) of the Income Tax Act, 1961
  13. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor with respect to compensation payable to BHEL or contractor's obligations shall remain unaffected.
  14. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the letter of Award shall prevail.
  15. The following documents shall also form the part of and govern this agreement.

I) Invitation to Tender No.-----and the documents specified therein

II) Contractor's Offer No-----dated-----

III) Letter of Award No.-----dated-----

IV) Tender Specification No.-----

V) General Contract Conditions(GCC)

VI)General Requirements

VII) Qualification and Eligibility Requirements

VIII) Price Schedule

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

WITNESS (CONTRACTOR)

( to be signed by a person holding

1. a valid power of attorney )

2.

WITNESS (For and behalf of BHEL)

1

2

**Bank Guarantee**

Bank Guarantee No.....  
Date.....

To  
[BHEL's name & Address]

Dear Sir,

In consideration of the .....[BHEL's Name] .....(hereinafter referred to as the 'BHEL which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Contractors Name].....with its Registered/Head Office at .....(hereinafter referred to as the Contractor, which expression shall unless repugnant to the context or meaning thereof include its successors administrators, executors and assigns ), a Contract by issue of BHEL, accepted by the contractor, resulting into a Contract bearing No..... dated ..... for .....and the contractor having agreed to provide a Bank Guarantee for the faithful performance of the entire Contract.

We ...[Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee to the company the due and faithful performance, observance or discharge of the contract by the contractor and further unconditionally and irrevocably undertake to pay to the company without demur and merely on a demand to the extent of Rs------(Rupees-----) against any claim by BHEL on them for any loss, damage, costs, charges and expenses caused to or suffered by BHEL by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

BHEL shall have the fullest liberty, without affecting in any way our liability under this guarantee, from time to time extend the time for performance of the Contract by the Contractor. BHEL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either enforce or to forbear any covenants, contained or implied, in the Contract between BHEL and the Contractor or any other course or remedy or security available to BHEL. We shall not be released of our obligations under these presents by any exercise by BHEL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commissions or commission on the part of BHEL or any other indulgence shown by BHEL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving us.

We also agree that BHEL at its option shall be entitled to enforce this Guarantee against us as a principle debtor, in the first instance without proceeding against contractor and notwithstanding

any security or other guarantee BHEL may have in relation to the Contractor's liabilities. Any claim or dispute, arising under the terms of this document, shall only be enforced or settled in the courts of Delhi/ New Delhi.

Notwithstanding any thing to the contrary, we agree that your decision as to whether the contactor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be entitled to ask you to establish you claim under this Guarantee but shall pay the same forthwith without any objection or excuse, our liability under these presents being absolute and unequivocal.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... year), as may be desired by M/s .....[Contractor's Name] ..... On whose behalf this guarantee has been given.

Dated this..... day of .....2005 .....at .....

#### WITNESS

..... (Signature).....  
(Signature)

..... (Name) .....  
(Name ) .....

..... (Designation with Bank  
stamp).

.....  
(Official Address) .....

Attorney as per Power of

Attorney No.....

Dated .....

#### 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.

### List of Consortium Member Banks

|    |                          |     |                         |
|----|--------------------------|-----|-------------------------|
| 1. | State Bank of India      | 8.  | State Bank of Hyderabad |
| 2. | Canara Bank              | 9.  | HDFC Bank Ltd.,         |
| 3. | Punjab National Bank     | 10. | CITI Bank N.A.          |
| 4. | Bank of Baroda           | 11. | Standard Chartered Bank |
| 5. | State Bank of Travancore | 12. | ICICI Bank Ltd.,        |
| 6  | IDBI Bank Ltd.,          | 13. | HSBC Ltd.,              |
| 7  | ABN AMRO N.V.            | 14  | Deutsche Bank AG        |