



SECTION-II

TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT

FOR

**Rate contract for inspection of purchased and bought-out items ordered by
BHEL from all over India (for indigenous and export contracts) at BHEL
approved suppliers / sub-suppliers works and identified testing laboratories
situated / located within India**

**BHARAT HEAVY ELECTRICALS LIMITED
(AGOV.T.OFINDIAUNDERTAKING)
RAISEN ROAD, PIPLANI
BHOPAL, M.P. – 462022**

Signature of Bidder



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

clause no	DESCRIPTION
1.0	GENERAL INFORMATION
	<p>Bharat Heavy Electrical Limited (BHEL), a Public Sector Undertaking, is one of the largest Engineering & Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p>BHEL procures wide range of raw materials, consumables, bought-out/ directly despatch able items, systems and packages for Power Plants through Manufacturing Units, Engineering Centers 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, various certifications like API etc, surveillance, control and defect prevention activities by Unit/ Corporate Quality groups.</p> <p>BHEL proposes to empanel Third Party Inspection Agency (TPIA) to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units & division as given below (indicative):</p> <ol style="list-style-type: none">1. Heavy Electrical Equipment Plant, (HEEP), Central Foundry Forge Plant (CFFP) Hardwar2. Heavy Electrical Plant, HEP Bhopal3. Transformer Plant, TP Jhansi4. Heavy Equipment Repair Plant, HERP Varanasi5. Components Fabrication Plant, CFP Rudrapur6. Heavy Power Equipment Plant, HPEP Hyderabad7. PE & SD, RC Puram, Hyderabad8. High Pressure Boiler Plant, HPBP, Seamless Steel Tube plant, SSTP Tiruchirapalli9. Piping Centre, PC Chennai10. Boiler Auxiliaries Plant, BAP Ranipet11. Industrial Valves Plant, IVP Goindval (Punjab)12. Electronic Division (EDN), Bangalore13. Power Plant Piping Unit, PPPU Thirumayam14. Solar Business Division, SBD Bangalore15. Industrial Systems Group, ISG Bangalore

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	<p>16. Fabrication Stamping & Insulator plant, FSIP Jagdishpur</p> <p>17. Project Engineering Management, PEM Noida</p> <p>18. Transmission Business Group TBG</p> <p>19. Power Sector: Northern, Eastern, Western and Southern Regions (PSNR, PSER, PSWR, PSSR)</p> <p>20. Electrical Machine Repair Plant, EMRP, Mumbai</p> <p>21. Heavy Plates and Vessel Plant, HPVP Visakhapatnam (Vizag)</p> <p>Other Units of BHEL and Subsidiaries may also avail the services of TPIA at the same terms and conditions. However, Subsidiaries of BHEL shall sign individual contract with respective TPIA Any requirement of manpower on this account shall be managed by the TPIAs.</p>
2.0	DEFINITION(S)
2.1	TPIA
	The bidding organization may be termed as Bidder or TPIA (Third Party Inspection Agency) which is itself engaged in Inspection Service. After award of contract/empanelment TPIA's Inspection Engineers will carry out Inspection of Bought Out Items (BOIs) ordered by BHEL.
2.2	BHEL
	BHEL hereby is referred as BHEL Corporate Quality and Business Excellence (CQ&BE) or BHEL Manufacturing Unit or BHEL Purchasing Unit/Agency or TPIA User Unit or BHEL Engineering Centre or BHEL Regions or BHEL Divisions or BHEL Subsidiaries, alone or in any combination or altogether.
2.3	INSPECTION ENGINEERS
	<p>Inspection Engineers are referred to permanent Employees of empaneled TPIA who fulfill all three following criteria:</p> <p>a) those who fulfill minimum qualification requirement as per this Tender Specification, and</p> <p>b) those who are approved by BHEL or by BHEL & BHEL Customer combined, if required by Customer, and</p> <p>c) those who are actively involved in carrying out Inspection of one or more among the following Engineering Equipment only:</p> <ul style="list-style-type: none"> - Power Plant Equipment (Thermal, Gas, Hydro, Nuclear, CCP and Renewable) - Power Transmission System and equipment - Transportation equipment (Locomotives, EMU Coaches, Shipping etc.) - Oil & Gas Equipment
3.0	NAME OF WORK
	Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.
4.0	SCOPE FOR SERVICES
4.1	The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical, WPS Qualification (by Level –III qualified) and non-destructive examination of large

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	variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defense and Industry Sector, Transportation etc.
4.2	The Inspection shall be carried out at stage of manufacturing (Stage Inspection) or/and Final Inspection (before dispatch), as called in BHEL approved Quality Plan (QAP) (duly approved by BHEL Customer, wherever relevant), BHEL Purchase Order (PO) or any other pertinent document at the works of main supplier or sub- supplier or Testing Laboratory
4.3	The supplier shall provide all necessary facilities for carrying out inspections. In case of absence of any test Facility, TPIA shall report the same (in writing) to BHEL Purchasing Division & decision of BHEL will be final.
4.4	In case where the main supplier has offloaded the job (Full or Partial) to non-approved sub-supplier (not approved by Purchasing BHEL for particular PO/Package), the TPIA shall not attend the inspection call and same to be intimated to BHEL CQ&BE and Purchasing Division of BHEL, immediately with complete details.
4.5	No inspection shall be taken up at Dealers/Trader (Non-manufacturer) works where no physical testing/ sampling/ witness of testing is involved (where the material has to be accepted just on the basis of Test Certificate/Documentation review ONLY).
4.6	All inspections which have been attended by the earlier TPIAs for stage or final inspection (pending clarifications/ disputes) shall be taken up by the Bidder based on the inspection records issued / signed by the earlier empaneled TPIA. In case the bidder has previously worked with BHEL (in previous TPIA contract, if any), the inspection charges, for inspection carried out on or after implementation of this new contract, will be paid as per rate of latest LOA
4.7	COC/ MDCC is not in purview of this tender.
4.8	The TPIA shall not off-load either full or part of the work, assigned by BHEL.
4.9	Approval of Inspection Engineers by BHEL shall not absolve the Bidder of their responsibility for ensuring completion and correctness of inspection & timely attending the calls. It will be sole responsibility of the Bidder to ensure that approved, competent and suitable candidates are only employed for Inspection of BHEL jobs.
4.10	All Inspection shall be carried out at Vendor Works ONLY. Remote Inspection using any electronics platform is NOT allowed and no request for same shall be entertained by BHEL CQ&BE or any BHEL Division. Transport facility shall be arranged by Bidder on their own (at their own expenses) and no such request for transport arrangement (by BHEL) will be accepted by BHEL.
4.11	<u>Unforeseen Circumstances/Events/Pandemics/Blockades etc.</u> In case of unforeseen circumstances/events or situation including epidemics or pandemic or blockades or calamity etc, following shall be applicable Latest SOP/Guidelines of concerned region/area issued by Concerned Authorities/ State/Central Government shall be followed.

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	<p>Movement pass/permission letter (if, wherever permitted or asked by authorities) shall be arranged by BHEL Purchasing Division whose Inspection request has to be attended in such areas/regions/zones.</p> <p>NOTE: This clause is merely indicative and does not provide an exhaustive list of events. Applicable detail(s) are governed through Force Majeure Clause.</p>
4.12	<p><u>Time for attending inspection call:</u></p> <p>The inspection call shall be attended within four (4) days from Proposed date of inspection (4 days include propose date of inspection also) irrespective of working and non-working days/holidays of TPIA/Supplier.</p> <p>e.g. If the proposed date of inspection is 6th July 2019, then inspection call has to be attended on or before 9th July 2019 i.e. in P+3 days (known as Prescribed time henceforth), where P is Proposed date of inspection (to be filled by Supplier/BHEL).</p> <p>However, if 9th July is Non-working/Holiday for TPIA or Supplier, TPIA shall take care of this and plan the inspection call before 9th of July, as no relaxation is permitted on this account.</p> <p>NOTE: Supplier is not authorized to put Propose date of Inspection as same date when the call is being raised. (If Supplier is raising call on 5th July, the supplier can't enter proposed date of Inspection as 5th July)</p> <p>However, in exceptional circumstances, TPIA may have to attend the inspection call at short notice, for which necessary requests may be made by BHEL.</p> <p>Allocation of Inspection Engineers shall be done by TPIA Centre(s) Planner and to be updated in web based system at least a day before date of Inspection.</p>
4.13	<p><u>Joint Inspection with BHEL's Customer/ Customer nominated agency (also termed vice-versa):</u></p>
4.13.1	<p>The cases where Joint Inspection with Customer has been proposed by BHEL/Customer/Customer designated agency, the inspection has to be carried out by TPIA on date specified in CQIR portal filled by BHEL or date proposed by BHEL's Customer. Based on the date specified in portal, TPIA may coordinate with customer for Inspection. No Inspection shall be carried out without availability of Joint Inspection dates in CQIR portal.</p> <p>NOTE:</p> <ol style="list-style-type: none"> 1. However, during coordination between TPIA and Customer, If Customer proposes new date for Joint Inspection with TPIA, (other than date specified in Portal by BHEL), TPIA shall intimate the same to BHEL CQ&BE and Purchasing Division of BHEL in writing and shall attend the joint inspection with customer on the new date proposed by customer. 2. In case of Joint Inspection with Customer, Clause 4.12 is NOT applicable and Under any circumstances, new date (latest date) of Joint Inspection proposed by Customer shall prevail 3. Refusal to such calls shall be governed by Clause No 23.4.4
4.13.2	<p>In case, customer inspection is required (or requested by customer) after TPIA inspection, the TPIA shall carry inspection before offering to the customer.</p>

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4.14	<p><u>Inspection Methodology:</u></p> <p>Inspection shall be carried out as per scope/provision of Purchase Order and pertinent inspection documents like approved Quality Plan, FAT (Factory Acceptance Test), approved drawing, data -sheets 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 & traceability to National/International Standards</p> <p>NOTE: Inspection shall NOT be carried out without approved Quality Plan. Inspection Engineers/Planner has to check before planning/attending for inspection call, whether relevant, correct and approved QAP has been uploaded by supplier in BHEL web based system/CQIR.</p> <p>Also Inspection shall NOT be carried out without availability of Calibrated and Correct MTEs</p>
4.15	<p><u>Web based CQIR Inspection system:</u></p> <p>The complete Process of Inspection right from raising of inspection request by Supplier to planning, allocation of Inspection Engineers, Report Preparation, Document uploading, feedback and tracker preparation for billing etc. shall be carried out and managed on BHEL online CQIR system (www.cqir.BHEL.in or any other online portal notified time-to-time by BHEL CQ&BE) only.</p> <p>NOTE: The TPIA shall furnish any report (in desired format) also or availability of Inspection Engineers with required qualification or release note as agreed mutually with the BHEL/BHEL customer without any additional charges.</p>
4.16	<p><u>Inspection Planning:</u></p> <p>All the inspection calls(s) shall be planned in CQIR portal at least a day before attending the inspection call. The calls shall be planned (allocation of Inspection Engineers) before 1:00 PM on preceding day of inspection and same shall be intimated to BHEL CQ&BE and Purchasing Division of BHEL.</p>
4.17	<p><u>Inspection Documents:</u></p>
4.17.1	<p>The copy of Purchase Order & pertinent inspection documents like BHEL Quality Plan/Supplier Quality Plan approved by BHEL or BHEL 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. TPIA has to ensure authenticity of the documents & that of inspection is being carried out as per Latest document(s) only.</p> <p>List of Instrument(s)/ MTEs used in Inspection/Testing along with their Calibration details shall be part of Inspection documents.</p> <p>NOTE : The TPIA shall retain the inspection record for a period till 6 months after expiry of contract</p>
4.17.2	<p>In case of non-conformance or ambiguity or mismatch between PO, Purchase specifications, Approved Drawing, Data Sheet, approved Quality Plan etc., TPIA shall report Non-Conformance through Inspection Report / Web-based system on the date of inspection itself, intimate the BHEL CQ&BE and Purchasing Division of BHEL and close the CQIR (Inspection</p>



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	report) with Remarks and relevant Disposition Code and accepted quantity as ZERO. In case of any doubt they may contact concerned BHEL Purchasing Division.
4.17.3	<p>No CQIR shall be closed by TPIA without taking up inspection of offered item at Supplier works. Cases, where Supplier is non-responsive (Supplier who is not responding / coordinating with TPIA after raising inspection request), same to be informed to BHEL CQ&BE and Purchasing Division of BHEL at the earliest and CQIR of such inspection request shall be closed after two communications (in writing) with Supplier. Evidence of such communication to be uploaded in online cqir portal (www.cqir.BHEL.in) .</p> <p>NOTE: If, however, it has been observed that CQIR has been closed without any communication with Vendor or without intimating the same to BHEL (in writing), such closure of CQIR (without giving justification prior to closing the CQIR) shall be deemed as refusal of Inspection call. Action shall be taken as per clause 23.4.2.</p> <p>No Request for relaxation in penalty shall be entertained by BHEL.</p>
4.18	<p><u>Documents to be uploaded in CQIR Portal:</u></p> <p>During Inspection at Supplier's work, Inspection Engineers has to review the Original Test Certificates issued by Third Party Laboratories or Supplier(s), and also ensure to upload following documents within three days after completion of Inspection- signed Inspection report; list of calibrated instruments used for inspection or testing with calibration validity details, dimension report(s), all other documents/report(s) reviewed (as per QAP) and certified copy(s) of Test Certificates, with a remark: 'Compared with Original Test Certificate. Reviewed, Verified and found in order'.</p>
4.19	<p>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. In case of unsafe working conditions at the Suppliers/ Sub-suppliers/ works or Testing Lab, the TPIA should immediately stop inspection and intimate to BHEL CQ&BE and Purchasing Division of BHEL.</p>
4.20	<p>The TPIA shall review/ verify/ witness/ carry out (as applicable):</p> <ul style="list-style-type: none">i) Material Test Certificate & traceability records to ensure use of correct material.ii) Supplier's internal QC records.iii) Compliance with process parameters as per approved Quality Plan.iv) Qualification of equipment, process & personnel for special Processes like welding, brazing, painting & metal coating etc.v) Type- test or any special test called for in the PO/QP/Drawing.vi) The TPIA shall endorse all certificates with comments (Witnessed or Verified) as per pertinent document. In the dimension report the dimensions Witnessed shall be encircled and marked 'W', Checked and Inspected as "C", Verified as "V"
4.21	<p>All accepted quaintly/ items shall be identified with unique seal/stamp. 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>NOTE: 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>
4.22	<p>All the inspection related documents shall be uploaded in CQIR portal only for downloading by the BHEL at their end for billing and other purpose. (Hard Copies of same NEED NOT to be sent to BHEL or with bills).</p>

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	NOTE: Inspection bills shall be processed only after uploading of scanned Inspection records including signed CQIR.
5.0	INFRASTRUCTURE REQUIREMENT OF TPIA OFFICES
5.1	The bidder shall have well-established Quality Management Division for providing Inspection services and shall have dedicated team (for carrying out Inspection only) of well qualified Inspection Engineers.
5.2	The bidder shall have sound organization capable of meeting Tender requirements in time and team of well qualified Inspection Engineers having high degree of accuracy of inspection.
5.3	CERTIFICATIONS If empaneled by BHEL, Bidder shall maintain and arrange for revalidation/ recertification of the following certificate for well before expiry of present certificate and submit the copy of certificates to BHEL within 7 (seven) days of recertification / revalidation. a. ISO 9001:2015 or latest version of the international standard, from an agency which is accredited by an IAF member body (which is signatory to their multilateral mutual recognition arrangement). b. ISO/IEC 17020:2012 or latest version of the international standard, from NABCB. Accreditation scope of category for ISO/IEC: 17020 shall be at least IAF Scope 17, IAF Scope 18 and IAF Scope 19 (at least these three together). IAF stands for International Accreditation Forum.
5.4	MANDATORY OFFICE/ CENTRE/ BRANCH LOCATIONS Bidder shall maintain a countrywide network of mandatory 7 (seven) inspection offices/ branches at following major location in India, from the date of Tender Submission till entire contract period including extension, if any. 1 (one) Each at Delhi/NCR, Mumbai, Chennai, Kolkata, Bengaluru, Hyderabad and Ahmedabad/ Vadodara Upon request by BHEL, anytime during the contract, Bidder shall submit necessary documentary evidence (e.g. Valid Registry or Valid Registration Certificate of State Govt. or Valid Commercial lease deed (Registered) or Valid and Notarized Rent Agreement for Commercial Use, etc.)
5.5	ADDITIONAL OFFICE/ CENTRE / BRANCH LOCATIONS The bidder can have offices at more than above 7 locations. Also BHEL can ask Bidder to open Office/Resident Office at Specific Location (within 45 days of intimation by BHEL), anytime during operation of Contract based on following or otherwise: 1. Feedback provided by BHEL 2. If TPIA is unable to attend the inspection in time even after deputing the Inspection Engineers from any other location 3. Increase in number of Purchase orders where TPIA Inspection is envisage/increase in number of Inspection call(s) in particular area/region/location of suppliers

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5.6	<p>If Bidder plans to relocate any office/branch within same city (address of office to be changed within same city), same shall be initiated to BHEL immediately.</p> <p>Prior permission from BHEL shall be necessarily taken, If Bidder plans to relocate/shift their office/branch within different city or decide to close any particular office of Bidder. Depending upon the load/business volume/PO value/number of inspection call attended by branch/office, BHEL may or may not permit to close the office or suggest otherwise.</p>
5.7	<p>The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct access / possession of the latest pertinent International/ National standards & specifications like ASME, ASTM, BIS, DIN,IEC etc. and continuity of direct access to be maintained.</p>
5.8	<p>All International/National Standards and Specifications (mentioned in the Tender) will be considered as per the “latest versions/revisions” available.</p>
5.9	<p>The bidder should submit reference list of clients in relevant Format (Particulars of Inspection Agencies) of Annex-I for whom inspection services activities were carried out.</p>
5.10	<p>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.</p> <p>Details of laptop issues to Inspection Engineers, with make, model & year of purchase etc along with IT Infrastructure (office wise) to be furnished. AMC details also to be furnished.</p>
5.11	<p>Only BHEL approved Inspection Engineers shall be deployed by Bidder. The frequency of approval of Inspection Engineers will be decided by BHEL as per Clause 7.5.3, depending upon the requirement. All Inspection Engineers shall carry photo identity card issued by respective TPIA. Bidder has to ensure that the identity of Inspection Engineers (list for technical scrutiny) submitted during BID and after award of contract (first list- for approval) should not differ by more than 10%.</p> <p>If the list of Inspection Engineers submitted during bid(list for technical scrutiny) is different (by more than 10%) from list of Inspection Engineers submitted after award of contract (first list-for approval), it shall be treated as unethical practice by bidder and action shall be taken as per clause 7.7</p>
5.12	<p>Minimum 5 number of BHEL approved Inspection Engineers in each of mandatory 7 offices (Ref clause 5.4), with proper mix of persons from Mechanical & Electrical Discipline (Delhi/NCR, Mumbai, Chennai, Kolkata, Hyderabad, Bangalore, Ahmedabad/ Vadodara) during the full contract period.</p>
6.0	RATE/PRICE SCHEDULE
	<p>The inspection rate will be quoted by bidder on “% basis of PO value” (PRICE SCHEDULE-VOLUME-III)</p>
7.0	MANPOWER REQUIREMENT, DEPLOYMENT AND THEIR QUALIFICATION
7.1	MINIMUM REQUIREMENT: PERMANENT EMPLOYEES QUALIFICATION AND EXPERIENCE

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	<p>1. For BHEL jobs the Bidder should have a permanent employee/team of AT LEAST 60 (sixty) qualified and experienced Inspection Engineers who are actively involved in inspection of Jobs as per following criteria</p> <p>a) All the Inspection Engineers of TPIA (to be submitted to BHEL for this contract) should be Degree holders (Graduate) having Engineering Degree from Recognized and Reputed Engineering/Technology Institute.</p> <p>b) Age of Inspection Engineers shall not be more than 58 years, at the time of submission of bids.</p> <p>c) Inspection Engineers shall have First Class in Degree OR minimum 60% of marks in Degree. All the Inspection Engineers shall have minimum 7 years of experience (after completing Engineering Degree) in inspection activities. <i>Internship/Training Period/Period of other degree(s) or certification(s) shall not be included in experience. Also Experience other than Inspection shall not be considered.</i></p> <p>d) Minimum 60% of Inspection Engineers (in the list of Inspection Engineers to be submitted to BHEL) should be of Mechanical Discipline (Mechanical Engineering / Metallurgy/ Industrial/ Production/ Marine Engineering) & minimum 30% should be of Electrical Discipline (Electrical/ Control & Instrumentation/ Power/Electronics).</p> <p>e) All the Mechanical Discipline Inspection Engineers shall have Valid Level II NDT Qualified Certificate in all five of : Radiography, Ultrasonic, Penetrating Test, Magnetic Particle and Visual Testing as per latest SNT-TC-1 A (2020). Bidder/TPIA shall have established a written practice/procedure for the control and administration of NDT personnel training, examination and certification as per clause 5.1 of SNT-TC-1A (2020)</p> <p>f) 15% of Mechanical Discipline Inspection Engineers shall be certified welding Inspection Engineers (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.</p>
7.2	<p>ADDITIONAL INSPECTION ENGINEERS: QUALIFICATION AND EXPERIENCE</p> <p>1. BHEL can ask bidder to increase the number of Inspection Engineers (more than minimum requirement stated in clause 7.1) anytime the bid or operation of contract during. Inspection Engineers must fulfill the same qualification & Experience requirement as per clause 7.1. 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.</p> <p>2. Also BHEL may ask bidder to hire or qualify their inspection engineers for certified qualification in one or more among following</p> <p>a) Leak Test, b) Eddy Current Test, c) Surface preparation and Painting from NACE/BGAS or Other institutes approved by AICTE.</p> <p>3. Also BHEL can ask bidder to provide specialized Inspection Engineers (for specific purpose or Inspection case(s) requiring specialization/ certification or otherwise). For approval of such Inspection Engineers, relaxation may be granted on criteria/requirements mentioned in clause 7.1, but at the sole discretion of BHEL.</p>

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	<p>NOTE: No additional charges shall be paid by BHEL for training/ qualifying Inspection Engineers of TPIA. Time frame for recruiting/obtaining qualification shall be intimated by BHEL at the time of giving requirement. Document/Certificate(s) of same shall be furnished for approval</p>
7.3	<p>REQUIREMENT OF NDT LEVEL III (THREE) PERSONNEL</p> <p><u>If empaneled by BHEL</u> (at the time of placement of LOA), the bidder shall have at least two permanent employees having level III certification in each of respective NDT as per SNT-TC-1A (2020) (for training and process/re-certification of their NDT Level II Inspection Engineers)</p> <ul style="list-style-type: none">(i) Level III in RT - Two qualified permanent employees(ii) Level III in UT - Two qualified permanent employees(iii) Level III in MPI - Two qualified permanent employees(iv) Level III in PT/LPI - Two qualified permanent employees <p>Note:</p> <p>It is not necessary that these two employee shall have level III certification in all the four NDT methods together. Eg. Name X & Name Y are level III in RT only, Name A & Name B are level III in UT only, also Name Y & Name B are level III in MPI and Name X & Name Z are level III in PT/LPI.</p> <p>There are no other qualification requirements (minimum academics or experience) for level III NDT personnel if they are additional to minimum requirement of manpower as per clause 7.1</p> <p>However, if they are (or any of them is) inclusive or part of list of minimum required 60 (as per clause 7.1), they must fulfill all the minimum qualification requirement stated in clause 7.1</p> <p><u>EVIDENCE REQUIRED/LIST OF DOCUMENT(S) TO BE FURNISHED (IF EMPANELLED BY BHEL)</u></p> <p>Colored scan copy of original and valid employee id card (not soft screen downloaded identity card or system generated digital copy) of at least two permanent employees along with copy of their valid Level III certificates in NDT (RT, UT, PT, MPI) as per latest SNT-TC-1A</p>
7.4	<p>VERIFICATION BY BHEL</p> <p>BHEL may visit respective offices of Bidder to verify infrastructure, policies, 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 of contract.</p> <p>Warning letter shall be issued for any deviation with respect to above or any other deviation from Contract terms and conditions, observed during the verification anytime during the entire operation of contract and action shall be taken as per clause 7.7.</p>
7.5	<p>APPROVAL/ RE-APPROVAL OF INSPECTION ENGINEERS BY BHEL</p>
7.5.1	<p>TPIA/Bidder has to submit mandatorily required data of offices and Inspection Engineers (as per Annexures I) with all the supporting documents (to be Submitted), Other than mandatory</p>

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	Monthly Information Report (Annexure-II) as per Clause 21.2, any time BHEL can ask to provide the details of Inspection Engineers such as Loading of Inspection Engineers for BHEL Jobs only, number of Inspections carried out center wise and individual report of Inspection Engineers, and on basis of that BHEL may remove Inspection Engineers from approved list which are not actively involved in Inspection or as per clause 7.5.2
7.5.2	<p>Anytime during the operation of contract, if it has been analyzed from Monthly Progress Report (clause 21.2) or otherwise, that BHEL approved TPIA Inspection Engineers are not being deployed for BHEL jobs or attending NO/NIL inspection(s), for continuous period of 2 or more months, BHEL reserves the right to delete and de-list them from the approved list of Inspection Engineers and issue revised list of Inspection Engineers. The de-listed/deleted Inspection Engineers can be approved again/re-approved only after period of 180 days from the date of delisting/deleting from BHEL approved list of TPIA Inspection Engineers.</p> <p>NOTE: However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspection Engineers as per the contract, under any circumstances within 15 days of such action.</p>
7.5.3	<p>Additional Inspection Engineers shall be approved by BHEL on half yearly basis or otherwise proven short of inspection Engineers even after utilizing 100% of approved Inspection Engineers for BHEL Jobs or in some specific cases as and when feel necessary (or explanation to be submitted by bidder for additional approval) according to operation for smooth working.</p> <p>NOTE: BHEL is not bound to approve the additional Inspection Engineers. Also BHEL may not approve additional Inspection Engineers, if 100% of approved Inspection Engineers are not being used by Bidder for BHEL Jobs.</p>
7.5.4	The final list of approved Inspection Engineers (after periodic additional/deletion/de-listing) shall fulfill all the condition of Clause 7.1 (Minimum requirements) all the time, during operation of Contract.
7.6	EVIDENCES REQUIRED / LIST OF DOCUMENTS TO BE SUBMITTED/ FURNISHED WITH BID
7.6.1	<p><u>QUALIFICATION & EXPERIENCE REQUIREMENT(S) OF INSPECTION ENGINEERS (FOR CLAUSE 7.1)</u></p> <p>Data of all Inspection Engineers: Bidder has to submit the data as per Annexure-I supported with the following documents for all Inspection Engineers –</p> <ul style="list-style-type: none"> i. Copy of Degree Certificate with First Class, OR Consolidated Mark sheet/ all Semester mark sheets proving evidence of scoring or graduating with minimum 60% of marks in Engineering Degree ii. CV/Resume with educational background and experience, attested by Bidder authorize person and also self-attested by Inspection Engineers himself. iii. Copy of all Valid (not expired) NDT Certificates (wherever applicable). Eye Test/ Color Blindness Certificate for all Inspection Engineers having Certificate in Visual Testing iv. Copy of Original Valid Employee ID Card with Staff Number (not system generated digital copy) or Joining Letter of Candidate, issued by TPIA. BHEL may ask for Traces Form 16

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	<p>also or any other relevant document, if required, or any other document to prove that Inspection Engineer(s) is/are permanent employee(s) of TPIA</p> <p>v. Copy of Proof of Date of Birth / AADHAR/ PAN CARD/ PASSPORT of each Inspection Engineers</p>
7.6.2	The bidder shall submit the required information and give undertaking as per the format in Annexure III
7.7	GENERAL COMPLIANCE REQUIREMENT
7.7.1	All the information (to be provided in Formats/Checklist/Annexures) will be Self-certified by the Bidder or his Authorized Representative (or Chartered Accountant (CA) wherever applicable). The Bidder need to ensure that the information provided by him is correct and accurate. The Bidder understands that the consequences of making an untrue statement in its Bid, or of not complying with the requirements of this Tender or failing to produce satisfactory evidence to BHEL regarding the information may include the forfeiture of any bid security, EMD, disqualification of the Bidder from participating in future tenders and/or the termination of the Contract.
7.7.2	<p>TPIA to ensure compliance to Tender Specification / LOA / Contract Condition throughout the contract period and has to intimate BHEL CQ&BE and Purchasing Division of BHEL immediately, of any change in Manpower/ Inspection Engineer(s)/ Office location(s) or any other information relevant to the Contract, which may/may not lead to violation of Tender Specification/ Contract Requirements. Non-compliance to this may be dealt by issuing warning letter as per clause 22.0.</p> <p>Whenever there is violation (by bidder) to any of the clause of this Tender Specification, BHEL will issue a warning letter for any such violation. If the contract condition(s) are not fulfilled within 15 days (after warning letter or a written intimation of violation) BHEL shall put the contract under hold until all the contract conditions are fulfilled by bidder and verified/reviewed by BHEL and/or action may be taken as per clause 23.5</p>
7.7.3	<p>BHEL reserves the right to DISCARD THE BID OF BIDDER, at any stage under following one or more condition(s) or otherwise:</p> <p>a) The bidder has been following/followed unethical practices or indulges in forgery/ false documentation.</p> <p>b) The bidder is not complying with any of Tender Clause during bidding/bid scrutiny or before awarding contract. BHEL may audit or physically verify the offices and Inspection Engineers details (as per clause 7.4) during scrutiny of Bids.</p> <p>c) Not having appropriate Quality/HR systems to demonstrate the compliance to executed/currently executing contracts with their client(s)/company(s)</p> <p>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:</p> <p>i. Not complied with any of contract condition(s) of TPIA Empanelment for inspection Services (for BOIs or Subcontracted Items or both).</p>

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	<ul style="list-style-type: none">ii. Failed to produce information or evidence, desired by BHEL, in time.iii. Produced documents of doubtful authenticity.iv. Not taken any Corrective actions against the gaps observed during audit or outcome of review meetings of BHELv. Deficiency in Inspection (defined in clause 23.2) or Delays in attending timely inspections by TPIA Inspection Engineer(s)
8.0	BUSINESS VOLUME
	Estimated Annual Value of goods to be offered for inspection is approximately ₹ 2600 Crores (Rupees Two Thousand Six Hundred Crores). The said value is not guaranteed and may vary depending on market conditions and requirement of BHEL/ BHEL Customer(s)
9.0	NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED
9.1	BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load.
9.2	<p>The business is intended to be shared in the approximate ratio of 60:40 of their share amongst the Lowest (L1) bidder and next subsequent bidders (L2) provided they match rate of lowest bidder.</p> <p>The ratio may vary based on performance/feedback/requirement from BHEL/BHEL Customer.</p>
9.3	However, if the next (L2) inspection agency, who is offered share of business, fail to accept the offer, the same will be offered to next lower bidders in sequential order.
9.4	In case, none of the other bidders i.e. L2, L3 ..., who are offered Business share fail to accept, BHEL reserves the right to give entire business to original L1 bidder.
9.5	<p>BHEL units may exercise discretion to take services of any of approved Third Party Inspection Agency in any part of India in situations like:</p> <ul style="list-style-type: none">• Fine tuning and balancing business share• Customer's preference of particular inspection agency.• Refusal of inspection/ Delay or discrepancy in inspection or related records.• Any other contingency.
10.0	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.
11.0	CONTRACT DURATION
11.1	This contract shall be valid for 24 (twenty four) months from the date of issue of LOA.

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11.2	Additionally, at the sole discretion of BHEL, this contract may be extended further for a period of maximum 3 (three) months at the same rate and terms and conditions.
12.0	MOBILISATION
	TPIA shall deploy the manpower and start inspection services within 7 (seven) days from the date of written intimation from BHEL.
13.0	MOBILISATION ADVANCE
	No mobilization advance is payable in this contract.
14.0	PRICE VARIATION CLAUSE / RATE REVISION
	The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation / revision shall be payable.
15.0	OVER RUN CHARGE
	No ORC is applicable to this contract.
16.0	TERMS OF PAYMENT
16.1	Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made agreed rate on the certification of the BHEL engineer, as explained hereunder-
16.2	Payment shall be made to TPIAs only after final acceptance of material/item by TPIA for a specific inspection call, the inspection agency shall raise invoice of inspection charges at the end of the month for inspections carried during the month to the respective BHEL units (as mentioned in Clause 1.0) giving purchase order wise details of inspections and other relevant information required by the BHEL unit. Applicable taxes shall be deducted from the invoices. MSME vendors shall submit MSME certificate along with invoice.
16.3	Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.
16.4	The payment shall be made in Indian rupees, as per rates accepted, within 60 days from the receipt of complete/ corrected invoice.
16.5	No interest, whatsoever, shall be payable to the TPIA on the amount payable including but not limited to payment against invoices, security deposits, EMD, any bank guarantee submitted or any amount due, etc.
16.6	In case of imposition of any penalty on BHEL by Customer or any authority for reasons attributable to the contractor, the same shall be deducted on Back to back basis.
16.7	Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:
16.7.1	You declaring such Invoice in your GSTR-1
16.7.2	Receipt of Goods / services and Tax Invoice by BHEL
16.7.3	Confirmation of payment of GST thereon by you on GSTN Portal
16.7.4	Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.

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17.0	EXTRA WORK
	There is no provision of any extra work in this contract /package.
18.0	TAXES AND DUTIES
18.1	All taxes excluding GST (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Govt. Levy and other taxes for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. 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. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
18.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
18.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
18.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
18.5	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the bills unless exemption certificate from the appropriate authority / authorities is furnished.
18.6	TDS under GST shall be deducted at applicable rates on gross invoice value from the bills
18.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Shall be intimated separately to successful bidder Name – Shall be intimated separately to successful bidder. Address - Shall be intimated separately to successful bidder.
18.8	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.
18.9	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.
18.10	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.
18.11	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. 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

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	recoverable from the successful bidder along with interest levied / leviable on BHEL.
18.12	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.
18.13	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.
19.0	INSURANCE
19.1	The contractor (TPIA) 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 period of the contract
20.0	MODE OF EVALUATION & AWARDDING
20.1	Refer to Volume-III (Price-bid)
21.0	PERFORMANCE MONITORING AND EVALUATION
21.1	<p>Periodic Review Meetings: Bidder shall agree for PERIODIC review meetings with BHEL at convenient locations as decided by BHEL. Bidder shall send their Inspection Engineers to BHEL, whenever being called for, verification, review, interview, to receive any training at their own cost.</p> <p>Agenda of the periodic review meeting shall be</p> <ul style="list-style-type: none"> (i) Change in Manpower (Resignation/Re-deployment etc) (ii) Re-Shuffling of Inspection Engineers and timely attending Inspection Calls (iii) Critical Inspection/Purchasing Division related feedback (iv) Adherence and Compliance to TPIA Contract Conditions (v) Performance of TPIA or Any other relevant requirement/feedback
21.2	<p>Progress Report as per Annexure II:</p> <p>The TPIA shall submit the monthly progress report. (Annexure-II) to BHEL before 5th of Calendar Month, indicating the details of inspection carried out, value of inspected items, inspection charges, penalties deducted, No. of calls attended by Inspection Engineers in a month, addition/deletion of Inspection Engineers.</p>
21.3	<p>Feedback Analysis:</p> <p>The TPIA shall analyses 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.</p>
21.4	Shuffling of Inspection Engineers:

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	<p>TPIA has to ensure uniformly loading and periodic shuffling of Inspection Engineers at the place of Supplier(s). Planner of Inspection shall plan inspections in such manner that no particular Inspection Engineers shall do inspection at particular Supplier in repeated fashion (At Most 4 Consecutive Inspection calls at one particular Supplier). BHEL will monitor the planning of Inspection and may take suitable action against such practice. BHEL will direct the TPIA to shuffle the Inspection Engineers or deploy different (indicated by BHEL) Inspection Engineers from list, as an when required. Also Warning letter shall be issued to the planner for any violation.</p>
21.5	<p>Review and Monitoring/ Audit /Surveillance Audits:</p> <p>Anytime during operation of Contract, BHEL may conduct the audit/ review of TPIA Offices as deemed necessary as per clause 7.4. BHEL may also audit Operations of TPIA by reviewing TPIA Policies, Records and Working. BHEL may assess the performance or capability of TPIA Inspection Engineers(s) by surveillance audit of TPIAs during inspection at Supplier's works. Surveillance Audit(s) at Supplier works shall be carried out by BHEL CQ&BE or/and BHEL user Units/Divisions to access the skills of TPIA Inspection Engineer(s) and surveillance report will be prepared. BHEL CQ&BE and/or BHEL User Unit/Division shall issue warning letter or/and take appropriate action as per clause 22.0, if required.</p>
21.6	<p>Action Plan by TPIA:</p> <p>TPIA has to submit the relevant and detailed action plan with PDC against the gaps/findings observed during audit by BHEL or feedback received by BHEL User Units or during review meetings. It is responsibility of TPIA to close all the gaps of Audits and submit the details/evidence to BHEL. BHEL may review the evidence submitted by TPIA or by verification in person. Only after satisfactory action (with evidence) the gaps may deemed closed.</p>
21.7	<p>Effectiveness of TPIA:</p> <p>Effectiveness of TPIA shall be monitored as per Annexure- IV on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/ sites, feedback of suppliers, Surveillance/ Audit report of BHEL CQ&BE, BHEL Units/Divisions and Feedback from Customer(s).</p>
21.8	<p>Reduction in share of Business/ Suspension/ Cancellation on the basis of overall performance based on Annex-IV: Periodic monitoring of following parameters will be carried out by BHEL:</p> <p>a) Efficiency of Call Inspected (%) = No of Inspection call attended within specified time as per clause 4.10/ Total number of calls attended by TPIA</p> <p>b) Efficiency in generation of Inspection reports (%)= No of Inspection Reports prepared within 48 hours of completion of Inspection/Total number of Inspection Reports prepared by TPIA</p> <p>c) Number of Warning Letter Issued (Ref clause 22.0)</p>
22.0	<p>WARNING LETTER AND CONSEQUENCES (Format as per Annexure V)</p>
	<p>Warning Letter(s) shall be issued to TPIA (Inspection Engineers/Inspection Planners/Coordinators/ Organization/ Concerned person) by BHEL (Individual BHEL Unit/Division or/and BHEL CQ&BE) for any inspection deficiency, adverse feedback received, deviation or non-compliance of Contract Requirement or under any sub-clause of Clause of this</p>

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	<p>Tender Specification or non-responsiveness to BHEL or wherever reference of this clause has been stated.</p> <p>Also Individual BHEL Unit/Division (at their own end) or BHEL CQ&BE may take additional following one or more action</p> <div><div>(i)</div><div>Hold or Debar (Temporary or Permanently): Individual TPIA Inspector or/and TPIA Centre or/and TPIA Organization, or/and</div></div> <div><div>(ii)</div><div>Terminate the services of TPIA temporarily or permanently till expiry of this contract, or/and</div></div> <div><div>(iii)</div><div>Take action(s) leading to Suspension of Business as per Clause 23.5</div></div> <p>For each warning letter issued, TPIA has to fulfill and comply with all the requirements and BHEL will give sufficient time to comply with the required terms and condition of Contract and Tender Specification, failing which concerned TPIA Inspection Engineer, planner, coordinator, specific office/Centre or organization (as whole) may be put on Hold, till compliance shall be submitted by TPIA and same shall be verified/reviewed by BHEL.</p> <p>After issuing 10 letter directly to TPIA (Organization level), TPIA shall be put on hold by specific (or all) Unit(s)/Division(s) of BHEL till satisfactory action(s) are taken by the TPIA.</p>																																								
23.0	PENALTY / LIQUIDATED DAMAGES																																								
23.1	<p>If any non-conformity is due to deficiency in inspection (as defined in clause no. 23.2) and it is established (any time after inspected items has been accepted / cleared by TPIA) that the deficiency is on account of inaccurate/ inadequate inspection (due to lack of knowledge or inefficiency or incompetency of Inspection Engineer) with respect to scope of Inspection as per P.O, Inspection penalty will be imposed and deducted from the running Bills (submitted by TPIA) as per following formula:</p> <p>Inspection Penalty of particular line item (in a call) = (Inspection charges of the concerned ITEM) + (minimum 1500 per line item or any amount limited to price of work order of TPIA, which shall be decided by BHEL based on severity and criticality of concerned items which affect BHEL Quality/ Milestone Requirements or Customer Requirement/Satisfaction and Delivery Schedule with mandatory issuance of Warning Letter as per Clause 22.0).</p> <p>NOTE:</p> <p>(i) Penalty for only Concerned line item will be deducted, NOT for all items in Inspection Call.</p> <p>(ii) Whenever the Discrepancy is observed at Incoming/Receipt of material at BHEL Division, Penalty will be deducted from the current running bills.</p> <table><tr><th>Sl. No</th><th>Line Item (Detail)</th><th>Offered Qty.</th><th>Sample Inspected</th><th>Qty . Cleared</th><th>Inspection Charges</th><th>Discrepancy</th><th>Penalty</th></tr><tr><td>1</td><td>A</td><td>20</td><td>2</td><td>20</td><td>900</td><td>Yes</td><td>900 + (1500 or more)</td></tr><tr><td>2</td><td>B</td><td>30</td><td>3</td><td>30</td><td>1100</td><td>No</td><td>0</td></tr><tr><td>3</td><td>C</td><td>40</td><td>4</td><td>40</td><td>1300</td><td>No</td><td>0</td></tr><tr><td>4</td><td>D</td><td>50</td><td>5</td><td>50</td><td>1600</td><td>Yes</td><td>1600 + (1500 or more)</td></tr></table> <p>NOTE : Each Line item must be different from other line item</p>	Sl. No	Line Item (Detail)	Offered Qty.	Sample Inspected	Qty . Cleared	Inspection Charges	Discrepancy	Penalty	1	A	20	2	20	900	Yes	900 + (1500 or more)	2	B	30	3	30	1100	No	0	3	C	40	4	40	1300	No	0	4	D	50	5	50	1600	Yes	1600 + (1500 or more)
Sl. No	Line Item (Detail)	Offered Qty.	Sample Inspected	Qty . Cleared	Inspection Charges	Discrepancy	Penalty																																		
1	A	20	2	20	900	Yes	900 + (1500 or more)																																		
2	B	30	3	30	1100	No	0																																		
3	C	40	4	40	1300	No	0																																		
4	D	50	5	50	1600	Yes	1600 + (1500 or more)																																		
23.2	<p>Deficiency in Inspection (carried out by TPIA) is defined as following:</p> <p>g) Rejection of Inspected Product by BHEL/Customer(s)</p>																																								

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	<p>h) Rework/ Repair at Supplier works/ BHEL/ Customer(s) at the dispatch</p> <p>i) Change in Matching Component/ Interchangeability</p> <p>j) Other Deficiency/Discrepancy in inspection with respected to understanding approved Inspection Documents (like QAP, Technical Spec, Drawing, PO etc.)</p>
23.3	<p>Following actions will be taken for the discrepancies, if found:</p> <p>a) Any Inspection Engineers indulging in Unethical practices, Unfair means and Proxy Inspection will be immediately and permanently debarred/de-listed from approved list from inspection of BHEL items.</p> <p>b) BHEL reserves the right to debar the Inspection Engineers from the approved list based on criticality of discrepancy/adverse feedback by BHEL OR Inspection Engineer/Planner receiving more than 5 (five) Warning letters by BHEL and permanently discontinue the services of Inspection Engineers for Inspection of BHEL items, with immediate effect.</p> <p>NOTE: However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspection Engineers as per the contract, under any circumstances.</p>
23.4	Delay OR Refusal In Inspection (Stage / Final):
23.4.1	<p>If inspection calls are not attended within prescribed time (P+3 days, where P is proposed date of Inspection as per clause 4.12), liquidated damages of ₹ 500/- per call per day of delay shall be deducted from TPIA Bills.</p> <p>Example: Call was raised on 15.6.2020 and required date of Inspection (Propose Date) is 18.6.2020, so as per Clause 4.12, Inspection call should be attended /started on 18th, 19th, 20th or 21st and no penalty is applicable. But if Inspection Start date: 22.6.2020, penalty of ₹ 500 x 1 day is applicable in this case, for delay of one day.</p> <p>NOTE (i) <u>Per call represent each CQIR (Inspection Report as whole)</u></p> <p>(ii) Penalty due to delay is not related with number of Line item(s) or Quantity in each Line Item(s)</p>
23.4.2	<p>No Refusal of Inspection call is permitted. However, in cases, if TPIA refuses to attend the Stage/ Final inspection call (with or without prior intimation), BHEL (TPIA User Unit) will deduct the calculated Inspection Charges (as per contract) + additional penalty of ₹ 1500/- per refused call ONLY and Clause 23.4.1 will NOT be applicable in case of refusal by TPIA.</p>
23.4.3	<p>If Inspection call is not attended within 6 days (6th day including) of proposed inspection date i.e. P+5 days, it will be deemed as Refusal by TPIA and accordingly charges will be deducted as per clause 23.4.2 only (Clause 23.4.1 is not applicable in this case) In this situation, the inspection call may be allotted to other empaneled TPIA or alternative, as per decision of BHEL.</p>
	<p><u>Penalty Clarification/ Example:</u></p> <p>Supplier raise the call on CQIR on 2nd August 2022 (C: Call Raise Date) and propose for Inspection on 4th August 2022 (P: Propose day of Inspection). Thus prescribed time for TPIA to attend Inspection call, without any penalty is P+3 days i.e. TPIA can attend the inspection without any penalty on 4th August, 5th August, 6th August & 7th August.</p> <ul style="list-style-type: none"> If TPIA attend inspection on 8th August, total penalty of ₹ 500 per call will be imposed.

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	<ul style="list-style-type: none">If TPIA attend inspection on 9th August, total penalty of ₹ 1000 (₹500+ ₹500) will be imposed <p>TPIA shall not attend the call on 10th August or onwards, as it be deemed refusal by TPIA (or auto refusal by cqir web system) and accordingly penalty as per clause 23.4.2 (which shall be Inspection charges + ₹ 1500) will be imposed and deducted from running bills.</p> <p>However if TPIA refuses to attend call and intimate same to BHEL CQ&BE and Purchasing Division of BHEL on any day (till auto refusal day), then also penalty will be charges as per 23.4.2 only.</p>
23.4.4	<p>Refusal of Joint Inspection Call with Customer:</p> <p>No Refusal of Joint Inspection call with customer is permitted. However in cases, if TPIA do not attend the inspection call with customer, wherever required to attend on agreed date and time as per clause 4.13 , Penalty per call will be deducted as following:</p> <p>Joint Inspection Penalty (stage or final) = Inspection Charges of that CALL + `3000 per CALL</p> <p><u>NOTE:</u> Clause No 23.4.1, 23.4.2 and 23.4.3 are not applicable in this case.</p>
23.4.5	<p>Exemption of Penalty:</p> <p>In case of joint inspection with customer/ designated agency, the inspection shall be carried out on mutually agreed date and the latest date given by customer shall prevail (Refer Clause 4.13). In such cases the penalty due to delay in inspection from proposed date by supplier (as per Clause 23.4.1) will be exempted.</p>
23.4.6	<p>All liquidated damages shall be deducted from pending/running bills and /or security deposit amounts.</p>
23.5	<p>Suspension of Business</p> <p>Based on criticality and consequential damage to the company due to discrepancy/deficiency in inspection, adverse feedback by BHEL (TPIA User Unit) related to quality of inspection carried out by TPIA or delay/refusal in attending inspection calls by TPIA or Violation of Clauses of TPIA Contract, BHEL reserves the right to initiate action for suspension of Inspection Services of TPIA as per BHEL Guidelines for Suspension of Business Dealings.</p> <ol style="list-style-type: none">1. The TPIA may be put on hold/suspended for a specific period and the share of business will be given to other empaneled TPIA or BHEL during the hold/suspended period or reduction in percentage loading of business volume.2. The TPIA may be Banned across BHEL. The lifting of Suspension will be done only after completion of suspension proceedings and recommendation of respective Committee with BHEL terms and conditions.
23.6	<p>In case of LD recovery, the applicable GST shall also be recovered from the contractor.</p>
24.0	<p>CONTRACT OPERATION</p>
	<p>After placement of LOI, Security deposit shall be deposited by successful bidder (TPIA) as per GCC (General Contract Conditions) Based on the confirmation / intimation from BHEL CQ&BE, TPIA shall identify and intimate one coordinating office with in India Payment shall be made as per clause no. 16</p>

Signature of Bidder



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ANNEXURE-II

Tender Specification Ref: PO Value/Business Volume Inspected by TPIA Format: AA/CQ/A/011A/F-04 -A									
PO Value Inspected									
S.No	Name of MU/Regions/ Engineering Centres	Number of Inspection Calls attended	From:		To:		Remarks/ Feedbacks for Unit Related to Payment		
			Total PO Value Inspected (Rs in Crores Actual)	Total Inspection Charges (Rs in Thousands) as per Invoice	Value of Penalty Deducted If Any (Rs in Thousands)	Actual Inspection Charges (Rs in Thousands)			
1	HPBP Trichy								
2	HEEP Hardwar								
3	CFFP Hardwar								
4	HEP Bhopal								
5	HPEP Hyderabad								
6	PE&SD Hyderabad								
7	PEM Noida								
8	EDN Bangalore								
9	ISG Bangalore								
10	EPD Bangalore								
11	FSIP Jagdishpur								
12	TP Jhansi								
13	BAP Ranipet								
14	HERP Varanasi								
15	CFP Rudrapur								
16	Piping Centre Chennai								
17	IVP Goindwal								
18	EMRP Mumbai								
19	TBG Noida								
20	HPVP Vizag								
21	Industry Sector, Delhi								
22	PPPU Thirumayam								
23	RMSG Bhopal								
24	SSBG								
25	SSTP Trichy								
26	Regional Operation Division								
27	PSNR-Noida								
28	PSWR-Nagpur								
29	PSER-Kolkata								
30	PSRR-Chennai								
31	Any Other								
Total		0	0	0	0	0	0		



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Tender Specification Ref:					FORMAT: AA/CQ/A/011A F-04-B				
Loading of Inspectors by TPIA									
Number of Inspection Calls attended		From:	To:		New/Additional/Change in Centre Rights			Deleted/Resigned or Replacement of Inspector (enclosed details in email)	
Sl No	Location of Centre	Name of BHEL Approved Inspectors	Currently Deployed for BHEL Jobs (YES/NO)	Number of Calls Attended	Current Addn Centre Rights Allocated	Require New or Addn Centre Rights	Reason for Change/Addn Rights	Whether Resigned or associated with TPIA	New Replacement Name and Details
1	Delhi								
2									
3	Hyderabad								
4									
5	Mumbai								
6									
7	Bangaluru								
8									
9	Chennai								
10									
11	Kolkata								
12									
13	Other Offices								
14									
Total No of Call Attended				0					

Tender Specification Ref:							FORMAT: AA/CQ/A/011A/F-04-C			
TPIA Feedback for Suppliers(Vendors) and BHEL										
Month:			From:		To:		Date:			
Sl No	CQIR No	Date of Inspection	Inspector Name	Item	Vendor Name and Place	Status #	Vendor Issue observed (Select Code)	Feedback/ Remarks for Vendor	BHEL Issue observed (Select Code)	Feedback/ Remarks for BHEL Unit
1										
2										
3										
4										
5										
# Status		Stage Cleared/Final Accepted/Rejected/Refere Remarks/ Unit Acceptance Required/Put on Hold/Closed by Inspector prior to Visit								
Issues Related to Vendor					<--Vendor Code	BHEL Code-->	Issue Related to BHEL			
Repititive case of material NOT offered (more than once for same item)					V01	B01	Approved Painting Specification not provided or details missing (like shade, thickness			
Material NOT Offered/NOT Ready					V02	B02	Approved Packing specification(if required) not provided or details missing			
Approved QAP (Specific to Project) not uploaded					V03	B03	Error in Drawing			
BHEL Approved and relevant QAP (Specific to Project) not provided during inspection at Vendor's works					V04	B04	Error in Data Sheet			
Callibrated Instruments not available					V05	B05	Error in QAP/QAP needs revision			
Manufactured/Offered at un-approved location/sub-vendor					V06	B06	Mismatch of PO/QAP/DataSheet/Drawing. No Co-relation of documents with PO			
Facility of Testing was not available at Vendor's work					V07	B07	Inspection/ Testing requirements available in PO/Data Sheet instead of QAP			
Vendor Adopted Unethical Practice					V08	B08	Authorized Signature missing/not-approved document			
Vendor not providing inspection related documents as desired by TPIA (Soft/Hard copy)					V09	B09	Material put on hold/Qty not accepted by TPIA/unit acceptance required but MDCC issued by BHEL without intimation to TPIAs and material has been dispatched by Vendor to Unit/Site			
Non-Conformed Product/Mismatch/Not manufactured as per BHEL/Quality Requirements					V10	B10	Stage Inspection was carried out by TPIA, but Final Inspection was done by BHEL itself, or waived off, without payment/intimating to TPIA			
Short Notice Call, insited by Vendor to inspect the material immediately					V11	B11	Short Notice Call, insited by BHEL to inspect the material immediately			
Witness/Verification not offered as per inspection scope requirements of QAP					V12	B12	Clarification not provided by BHEL wherever required with Referred Remarksin CQIR			
Any other relevant Issue					V13	B13	Any other relevant Issue			
Manufactured/Offered at un-approved location/sub-vendor					Inspection Shall be Stopped Immediately with intimation to Unit and CQ&BE as an when this Issue related to Vendor arises.					
Facility of Testing was not available at Vendor's work										



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Tender Specification Ref: FORMAT : AA/CA/A/011AF-04-D												
Pending Payments/Tracker Clearance of TPIA												
Pending payments					From:			To:			Date:	
S No	Name of Unit	Financial Year	Invoice Number	Invoice Date/ Month	Invoice Amount	Rcv Amt (Including TDS)	Deduction / Short Payment	ST / GST Hold Amount	Pending Payment	Trackers Pending for clearance as on date	TPIA Comments	
	HPBP Trichy											
	Total											
	HEEP Hardwar											
	Total											
	CFFP Hardwar											
	Total											
	HEP Bhopal											
	Total											
	HPEP Hyderabad											
	Total											
	PE&SD Hyderabad											
	Total											
	PEM Noida											
	Total											
	EDN Bangalore											
	Total											
	ISG Bangalore											
	Total											
	EPD Bangalore											
	Total											
	FSIP Jagdishpur											
	Total											
	TP Jhansi											
	Total											
	BAP Ranipet											
	Total											
	HERP Varanasi											
	Total											
	CFP Rudrapur											
	Total											
	Piping Centre Chennai											
	Total											
	IVP Goindwal											
	Total											
	EMRP Mumbai											
	Total											
	TBG Noida											
	Total											
	HPVP Vizag											
	Total											
	Industry Sector, New											
	Total											
	PPPU Thirumayam											
	Total											
	RMSG Bhopal											
	Total											
	SSBG											
	Total											
	SSTP Trichy											
	Total											
	Regional Operation											
	Total											
	PSNR-Noida											
	Total											
	PSWR-Nagpur											
	Total											
	PSER-Kolkata											
	Total											
	PSSR-Chennai											
	Total											
GRAND TOTAL												



BIDDER'S CERTIFICATION/UNDERTAKING FORM

(To be submitted along with bid)

Format AA/CQ/A/011A/F-05

We, _____ (Name of the Bidder) hereby declares and certify/undertake that if empanelled by BHEL as TPIA for Inspection of BOIs, we adhere to the 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. We will maintain and arrange for revalidation/ recertification of the following certificate for well before expiry of present certificate (without break), intimate to BHEL regarding change of scope, if any, and submit the copy of certificates to BHEL within 7 (seven) days of recertification / revalidation (Ref Clause 5.3).
 - a. ISO 9001:2015 or latest version of the international standard, from an agency which is accredited by an IAF member body (which is signatory to their multilateral mutual recognition arrangement).
 - b. ISO/IEC 17020:2012 or latest version of the international standard, from NABCB. Accreditation scope of category for ISO/IEC: 17020 shall be at least IAF Scope 17, IAF Scope 18 and IAF Scope 19 (at least these three together).
2. Bidder shall maintain a countrywide network of mandatory 7 (seven) inspection offices/ branches at following major location in India: 1 (one) Each at Delhi/NCR, Mumbai/MMR, Chennai, Kolkata, Bengaluru, Hyderabad and Ahmedabad/Vadodara. (Ref Clause 5.4)
3. Based on requirement/feedback of BHEL (Ref Clause 5.5) we will open Office/Resident Office at Specific Location for certain period/throughout the operation of Contract.
4. We shall take prior permission from BHEL before relocating/shifting our office/branch within different city or before closing any particular office/branch. (Ref Clause 5.6)
5. We will actively participate to get inspectors qualified and approved from BHEL Customers, if required. Also upon request by BHEL, we will additionally hire/qualify our BHEL approved Inspection Engineers for certified qualifications as leak test, Eddy Current and Surface preparation and Painting etc. (Ref Clause 7.2)
6. BHEL has right to verify the genuineness of any document/certificate (submitted by bidder) from the issuance authority. Any document/certificate furnished by bidder, against this Tender/Contract if found fake/forged/untrue, legal action may be taken as per clause no 5.15 and 5.17
7. BHEL may conduct physical verification of offices, infrastructure, payrolls and attendance records of inspectors with TPIA and practices followed by Bidder maintaining the data base of their Inspection

Signature of Authorised Person

Name: _____

Date: _____

Seal: _____

Signature of Bidder



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8. Engineers (Ref Clause 7.4) during bidding/bid scrutiny, before awarding of contract or anytime during entire currency of contract.
9. We are fully conversant with the National / International Product Specifications, Standards and Codes and have direct access / possession of the latest applicable International/ National standards & specifications not limited to BIS, ASTM, ASME, AWS, EN, ISO, IEC etc.
10. We will not off-load either full or part of the work, assigned by BHEL.
11. We will submit the MIR (Formats as per Annexure-II) to BHEL, before 5th of Every Month.
12. We give consent, that BHEL may ask/ seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract
13. We understand that any deviation from contract requirement(s) during the operation of contract shall call for Warning letter with ref. to clause 22.0

Signature of Authorised Person

Name: _____

Date: _____

Seal: _____

Signature of Bidder



EVALUATING EFFECTIVENESS & EFFICIENCY OF THIRD PARTY INSPECTION AGENCIES

A. The effectiveness/ performance monitoring and efficiency of Third Party Inspection Agency (TPIA) will be measured/monitored periodically (unit wise and overall) on the basis of following three parameters:

- Response to Inspection Request.
- Response time to issue inspection reports i.e. Time taken to issue the Inspection report
- Number of Warning Letter Issued (Format enclosed in Annexure V)

which are further calculated mathematically as per following formula/table

1	Efficiency of Calls inspected (%) = $\frac{\text{No. of Calls inspected within time frame (Ref cl. 4.7)}}{\text{Total Number of calls within period}}$	Remarks <i>Efficiency of calls inspected shall always be 100 %</i>
2	Efficiency of Report generated (%) = $\frac{\text{No. of Inspection reports generated within 48 hours of completion of inspection}}{\text{Total Number of Inspection reports prepared within period}}$	Remarks <i>Efficiency of report generated shall always be 100 %</i>
3	Number of Warning Letter Issued (Ref Clause 22 of Tender Specification) Number of Warning Letter Issued due to Deficiency in Inspection (Ref Clause 23.2) or any Deviation from Contract/Tender Requirement or any Non-compliance or based on any adverse feedback by BHEL/BHEL Customer	

Periodically BHEL will compile performance rating/ effectiveness or monitor any non-compliance to contract condition and convene meeting with TPIA to improve its category of performance or ask TPIAs for explanation, time bound action plan, analysing the root cause, correction, corrective action or preventive action and validation/verification of same by BHEL

B. Action by BHEL

- Any time during the contract, if Efficiency of calls inspected or Efficiency of report generated falls below 100%, same will be intimated to TPIA and TPIA has to take suitable action to meet the requirements/contract conditions.
- If Efficiency of calls inspected or Efficiency of report generated is falls below 95%, a warning letter shall be issued. TPIA has to prepare a time bound action plan, and the action taken shall be reviewed/verified/validated by BHEL through various measures/methods.

Failing to improve its efficiency, BHEL will escalate the same to higher management of TPIA and in case of no response/action by management of TPIA within 10 days of escalation/reporting, BHEL will issue Warning Letter at Organization Level to TPIA.

- Action against number of warning letter issued shall be governed with respect to following table:

Signature of Bidder



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Level/Issued to whom	No of Warning Letters	Period	Actions
Specific Inspection Engineer/ Planner	≤ 3	12 months	TPIA has to provide explanation and issue advisory to person.
	4 to 6		TPIA has to provide training/take action and submit evidence of training imparted/action taken. BHEL may conduct interview of person and accordingly approve/debar person
	7 to 9		BHEL will immediately revoke all CQIR rights and debar the person from the approved list. After satisfactory action by TPIA, person may again be approved only after 6 months from date of debar.
	≥ 10		Person will be permanently debarred from the approved list till completion of contract.
Cumulative to Inspection Engineers/ Planners	≥ 20		BHEL/ Taskforce will have a detailed review of the performance/ capability of TPIA and time bound action plan will be prepared for improving the performance of TPIA. In case no improvement is observed, BHEL may take one or more penal actions among following: Reduction in business volume (re-distribution of ratio of business volume), revoking planning/inspection rights for specific period, debarring specific planner(s)/inspector(s), putting TPIA on hold for 2 month or more, initiate action for suspension of Services of TPIA.
Coordinator	1	6 months	TPIA has to provide explanation and issue advisory to person
	2-3		BHEL will escalate the issues to top/higher management of TPIA and action shall be taken by top management of TPIA
	≥ 4		TPIA has to nominate new Coordinator and BHEL will Issue Warning Letter at Organization level
Organization	≥ 10	Any time	BHEL may take any suitable action against TPIA as deemed optimum to BHEL as per any relevant clause of Tender Specification and/or putting business of TPIA on hold and/or initiating suspension and/or termination of contract with TPIA.

NOTE:

Based on the criticality and consequential damage to the company due to discrepancy/deficiency in inspection or based on adverse feedback for TPIA, non-compliance/deviation of specified requirements including any unethical practice being followed by TPIA (Inspector/Planner/Coordinator/Organization Level), immediately BHEL may take actions to extreme (specified) in the above table as suitable and /or actions as per Clause 23 of Tender Specification or as per policy of BHEL.

Signature of Bidder



Format AA/CQ/A/011A/F-06

WARNING LETTER

Warning Number: _____

Ref No: _____

Date: _____

To,
The In-charge
M/s _____

Subject: Deficiency in TPIA Services

Item Description: _____

Challan No. & Date _____

PO No & Date: _____

PMIR No & Date: _____

Inspector Name: _____

Vendor Name: _____

Vendor Code: _____

COMPLAINT FROM USER UNIT/DIVISION/SITE

CONSEQUENTIAL DAMAGE TO THE COMPANY

Whether deduction from TPIA bills involved (if yes, mention amount)

Action suggested: _____

Sign: _____

Name: _____

Designation: _____

Contact No: _____

Signature of Bidder