



TENDER SPECIFICATION

FOR RATE CONTRACT WITH

THIRD PARTY INSPECTION AGENCY

(2017-2019)

TENDER SPECIFICATION NO.
AA/CQ/A/011A
DATE. 28.03.2017



Bharat Heavy Electricals Limited
(A Government of India Undertaking)

TENDER SPECIFICATION FOR RATE CONTRACT WITH THIRD PARTY

INSPECTION AGENCY

INDEX

Section	Contents
Section I	Qualification and eligibility requirements
Section II	General Requirements
Section III	Instruction to Bidders (ITB)
Section IV	General Conditions of Contract (GCC)
Section V	Evaluating Effectiveness of Third Party Inspection Agency
Section VI	Annexures (I to XIII)

SECTION-I

QUALIFICATION AND ELIGIBILITY REQUIREMENTS

INDEX

Clause No.	Contents
1.1	General
1.2	Minimum Qualifying Requirements
1.3	Particulars of Inspection Agency (Format) Bio-data of Inspectors offered to BHEL (Format) Bidder Certification Form (Format)

Clause No	Contents
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 of inspection and timeliness of attending inspection call
1.1.3	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct access/ possession of the latest applicable International/ National standards & specifications like ASME, ASTM, BIS, DIN, IEC etc.
1.1.4	All International/National Standards and Specifications (mentioned in the Tender) will be considered as per the "latest versions/revisions" available.
1.1.5	The bidder should submit reference list of clients as per Clause No 1.3.16 of Particulars of Inspection Agencies for whom inspection services activities were carried out during last five years
1.1.6	The bidder shall be equipped with all modern modes of communication (high speed broad band) such as telephone, mobile phone, fax, computer with high end configuration, printer, scanner, e-mail, internet etc. in all offices. Mobile phone, e-mail, Laptop with internet facility should be provided to all Inspection Executives. Video Conferencing Facility is must at Five major Locations namely Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad also at Headquarter.
1.1.7	No consultant/persons on Contract basis or Freelancer is allowed for BHEL inspections. Only Permanent employees shall be used for BHEL inspection. The frequency of approval of inspectors will be decided by BHEL on case to case basis, depending upon the requirement. All inspection personnel shall carry photo identity card issued by respective TPIA. <i>Preferably Traces Form 16 of each Inspection Engineer by Employer (Bidder) to be submitted at the time of Bid Submission</i>
1.1.8	Approval by BHEL shall not absolve the Bidder of their responsibility for ensuring completion and correctness of inspection and timely attending the calls. It will be sole responsibility of the Bidder to ensure that approved, competent and suitable candidates are only employed for Inspection of BHEL jobs.
1.1.9	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, disqualification of the Bidder from participating in future tenders and/or the termination of the Contract.

Clause No		Contents																																						
1.2		MINIMUM QUALIFYING REQUIREMENT																																						
1.2.1		The bidder should have well-defined and implemented Quality Management System (for this purpose Quality Manual to be submitted as evidence) and must be an ISO: 9001:2015 certified organization (If bidder is ISO 9001:2008 certified, he has to sign an undertaking that bidder will upgrade to ISO 9001:2015 Certification by September 2018 and submit the Copy of ISO 9001:2015 Certificate to BHEL) The Bidder shall also be certified to ISO/IEC: 17020. Also Accreditation scope of category should be at least one of the IAF Scope 17, IAF Scope 18 or IAF Scope 19. The head quarter /corporate office, located in India, should be accredited with the same.																																						
	1.2.2.1	The Bidder should have a countrywide network of necessary 7 (seven) offices/ branches. Seven offices necessarily at following major location, during the full contract period. <table><tr><td>1 Each at</td><td colspan="3">Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad</td></tr><tr><td>1 at</td><td colspan="3">Surat or Vadodara or Ahmedabad</td></tr></table> For this Bidder should provide necessary evidence of Ownership/tenancy/lease deed/current Electricity Bill/Current Landline Telephone Bill.				1 Each at	Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad			1 at	Surat or Vadodara or Ahmedabad																													
1 Each at	Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad																																							
1 at	Surat or Vadodara or Ahmedabad																																							
1.2.2	1.2.2.2	In addition to the above (necessary 7), bidder should Certify during submission of bid documents to provide offices/resident offices at minimum 8 additional locations out of following: <table><tr><td>1 at</td><td>Ludhiana or Jalandhar</td><td>1 at</td><td colspan="2">Bhuvneshwar or Rourkela</td></tr><tr><td>1 at</td><td>Kanpur or Lucknow or Allahabad</td><td>1 at</td><td colspan="2">Nagpur</td></tr><tr><td>1 at</td><td>Pune or Goa</td><td>1 at</td><td colspan="2">Jaipur or Kota</td></tr><tr><td>1 at</td><td>Bhopal or Indore</td><td>1 at</td><td colspan="2">Hardwar or Rudrapur or Dehradun</td></tr><tr><td>1 at</td><td>Jamshedpur or Ranchi</td><td>1 at</td><td colspan="2">Palghat or Kochi or Hubli</td></tr><tr><td>1 at</td><td>Raipur or Bhilai</td><td></td><td colspan="2"></td></tr><tr><td>1 at</td><td>Vizag</td><td>1 at</td><td colspan="2">Coimbatore or Trichy</td></tr></table>				1 at	Ludhiana or Jalandhar	1 at	Bhuvneshwar or Rourkela		1 at	Kanpur or Lucknow or Allahabad	1 at	Nagpur		1 at	Pune or Goa	1 at	Jaipur or Kota		1 at	Bhopal or Indore	1 at	Hardwar or Rudrapur or Dehradun		1 at	Jamshedpur or Ranchi	1 at	Palghat or Kochi or Hubli		1 at	Raipur or Bhilai				1 at	Vizag	1 at	Coimbatore or Trichy	
1 at	Ludhiana or Jalandhar	1 at	Bhuvneshwar or Rourkela																																					
1 at	Kanpur or Lucknow or Allahabad	1 at	Nagpur																																					
1 at	Pune or Goa	1 at	Jaipur or Kota																																					
1 at	Bhopal or Indore	1 at	Hardwar or Rudrapur or Dehradun																																					
1 at	Jamshedpur or Ranchi	1 at	Palghat or Kochi or Hubli																																					
1 at	Raipur or Bhilai																																							
1 at	Vizag	1 at	Coimbatore or Trichy																																					
	1.2.2.3	BHEL reserves right to conduct reverse auction. RA guidelines are as per Annexure-XII																																						
1.2.3		The bidder should have experience of carrying out inspection of equipment supplies associated with contracts of at least 3 reputed organizations amongst Maharatna, Navratna , Miniratna PSUs, State Electricity Boards (SEBs), Railways, and Defence organizations only. Bidder should have executed the order with said companies in last 7 years Bidders have to submit evidence of the same like Performance Certificate, TDS Certificate by said companies against the orders executed. Inspection Contracts, as referred above, should be for inspection of at least one or more among the following: - Power Plant Equipment (Thermal, Gas, Hydro, Nuclear and Renewable) - Power Transmission System and equipment - Transportation equipment (Locomotives and EMU Coaches)																																						

Clause No		Contents
1.2.4	1.2.4.1	Bidder should have experience of having successfully completed inspection contracts during last 3 financial years ending March 2016 with average Annual Turnover of Rs 1.50 Crores. The Turnover should be from Inspection Services within India only. Bidders to submit Audited Balance Sheet of Last Three Financial Years ending March 2016.
	1.2.4.2	Bidder should have experience of having successfully completed inspection contracts during last 7 years ending March 2016 should be either of the following: a) Three inspection contracts not less than Rs:1.2 Crores each (One Crores Twenty Lakhs each) OR b) Two inspection contract not less than Rs: 1.5 Crores each (One Crores Fifty Lakhs) OR c) One inspection contract not less than Rs:2.5 Crores (Two Crores Fifty Lakhs)
1.2.5		<p>1) For BHEL jobs the Bidder should have a team of minimum 80 qualified and experienced persons (Qualification and Experience as per Clause 1.2.6).</p> <p>a) At least 80% of Inspectors (in List of Inspectors) should be Engineering Degree holders and remaining may be Diploma in Engineering.</p> <p>b) Minimum 70% of Inspectors should be of Mechanical Discipline (Mechanical Engineering /Metallurgy / Production Engineering / Marine Engineering) and minimum 25% of Electrical Discipline (Electrical/ Control & Instrumentation/Electronics).</p> <p>c) 40% of inspectors shall have Valid Level II NDE Qualification in all three of Ultrasonic, Penetrating Test and Magnetic Particle.</p> <p>d) 30% of inspection personnel shall have Valid Level II in Radiography as per latest SNT-TC-1A.</p> <p>e) 10% of inspectors shall have Valid Level II in Visual Testing as per latest SNT-TC-1A</p> <p>f) 10% of Inspection Engineers shall be certified welding Inspectors (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.</p> <p>g) Minimum 3 numbers of Inspection Engineers shall have qualification and certification each in Leak Test and Eddy Current Testing.</p> <p>h) Minimum 3 Number of Inspectors having qualification and Certification in the area of Surface Preparation and Painting from NACE/BGAS or other Engineering Institutes Approved by AICTE</p> <p>2) During submission of Bid, the bidder should confirm the following and ensure the compliance of the same during the entire period of the contract period:</p> <p>A. Deploy Minimum 3 approved Inspection Engineers in each office, with proper mix of persons from Mechanical & Electrical Discipline in all the 15 offices/ Resident offices, during the full contract period.</p> <p>B. Age of inspectors shall not be more than 63 years, as on 31st July 2017 for inspection of BHEL jobs. Date of Birth Certificate AADHAR/ PAN CARD/ PASSPORT copy of inspectors to be furnished by bidder for verification.</p> <p>C. Only BHEL approved inspection engineers will be deployed.</p> <p>D. Only Level II qualified person in respective NDE shall verify or witness the NDT Test report/ results.</p>

		<p>E. BHEL reserves the right to identify and deploy the inspectors from the approved List for inspection of items which are deemed critical.</p> <p>F. Also Ensure compliance of the following:</p> <ul style="list-style-type: none"> i) Deploy Metallurgical / Mechanical Engineer with NDT qualification for Castings, forgings, bars, billets, blooms etc. ii) Deploy Electrical discipline personnel for electrical items and Instrumentation & Control equipment and Deploy Mechanical Engineer for Mechanical items
1.2.6		<p>All inspection personnel, engaged in inspection, should have at least following qualification and experience</p>
	1.2.6.1	<p>Graduate (Only Full Time Degree Holders) in Engineering only with minimum 55% of marks and 7 years' experience (after completing Graduation) in inspection activities OR Diploma (3 Years Full Time) in Engineering only with minimum 55% of marks and 10 years' experience (after completing Diploma) in inspection activities. (Mark sheets-copy to be submitted)</p> <p>Internship/Training Period shall not be included in experience.</p> <p>Bidder has to submit following documents for approval of inspector during bid and after award of contract, if:</p> <ul style="list-style-type: none"> 1. CV/Resume with educational background and experience, in PDF format/hard copy only, attested by Bidder authorize person and also self-attested by Inspector himself (MS Word/ .doc / other editable format will not be accepted) 2. Copy of Valid (not expired) NDT Certificates 3. Self-attested Copy of Experience Certificate, if any 4. Copy of Degree/Diploma Certificate (Full time course only) 5. Copy of Consolidated Mark sheet or mark sheets of all semesters 6. Bio data of all inspectors in excel sheet as per enclosed <p>FORMAT NO: AA/CQ/A/011A/F-02</p>
1.2.7		<p>A. During the submission of bid, Bidder should also agree for the following:</p> <ul style="list-style-type: none"> 1. BHEL can seek the following during approval of Inspection Engineers, if contract is awarded to the bidder, before deployment for Inspection: <ul style="list-style-type: none"> a) Verification of original records for qualification and Experience details of Inspection Engineers as per clause No. 1.2.5 and 1.2.6.1 b) Interview of Inspection Engineers may be conducted by BHEL, if required. 2. BHEL may conduct physical verification of offices and infrastructure as per Clause No. 1.1.7 and 1.2.2 3. BHEL may conduct the surveillance audit of TPIAs during inspection at Vendor's works 4. BHEL may seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract. <p>B. The TPIA should actively participate to get his inspectors qualified and Approved from BHEL Customers, if required</p>
1.3		<p>The Bidder shall fill the format AA/CQ/A/011A/F-01 for "Particulars of Inspection Agency", Format AA/CQ/A/011A/F-02 for "Bio-data of all person offered to BHEL for Inspection" and Format AA/CQ/A/011A/F-03, "Bidder Certificate Form"</p> <p>NOTE: Bio-data should be fill seniority wise-seniors first (hierarchy to be maintained)</p>

FORMAT No: AA/CQ/A/011A/F-01
Particulars of Inspection Agency

1.3.1	Name of the Company				
1.3.2	Head Office				
	i)	Address	Fax No.		
	ii)	Phone No.	Website:		
	iii)	Email			
1.3.3	Chief Executive				
	i)	Name			
	ii)	Designation			
	iii)	Office Address			
	iv)	Phone No.	Mob. No		
	v)	Email id:			
	vi)	Qualification			
	vii)	Profile			
	viii)	Experience			
1.3.4	Ownership		Please put √ (tick mark) in appropriate box		
		Govt of India Undertaking		State Govt Undertaking	
		Public Limited Company		Private Limited Company	
		Partnership/Individual Firm		Other (Please specify)	
		Please provide documentary proof, such as, Memorandum & Articles of Association, Company Registration certificate, Partnership Deed, as applicable			
1.3.5	i)	Total No. of Persons			
	ii)	No of Persons engaged in inspection			
	iii)	Total No. of Branches			
1.3.6	Particulars of Branches: (Add separate sheet if required)				
	i)	Location:			
	ii)	Name of Branch Manager			
	iii)	Address			
	iv)	Phone No.	Mob No.		
	v)	Fax No.			
	vi)	Website			
	vii)	Email Id:			
	viii)	Total No. of Persons			
	ix)	No of persons engaged in Inspection			
1.3.7	Date of Incorporation/Registration				
1.3.8	Turnover of the company from Inspection Services for the last 3 years(financial year ending march 2016)	Year	Turnover (in Rs. Crores)		
Total					
1.3.9	Audited Balance Sheet/Annual Report for the last 3 years (to be enclosed)				

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

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

Signature of Authorized Person
Name:
Date:
Seal:

FORMAT NO: AA/CQ/A/011A/F-02

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

SL No.	Name	Date of Birth dd/mm/yy	Age as on 31 March 2017	%tage of Marks (#)	Technical Qualification (Graduation/ Diploma)	Additional Qualification (Tick)										Date of Joining in Present Company dd/mm/yy	Experience* in inspection in areas as mentioned in clause 1.2.3.1. (please write the specific name of the product)		Specimen Signature (attested)	Details**
						RT	UT	PT	MPI	CWI	Eddy	Leak Test	Visual Test	Other		No. of Years*	Field			
1																				
2																				
3																				
4																				

(ii) Summary

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

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

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

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

Signature of Authorized Person
Name:
Date:
Seal:

1.3.24 BIDDER'S CERTIFICATION FORM

FORMAT NO: AA/CQ/A/011A/F-03

_____ (Name of The Bidder) declares and certifies the following , in the bidding on the work for BHEL Tender AA/CQ/A/011A dated _____

(Tick the applicable)

- 1) ☐ 7 offices/branches are located, ONE EACH at Delhi/NCR, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad, Surat/Vadodara/Ahmedabad (as per clause 1.2.2.1)
- 2) ☐ Experience of having successfully completed inspection contracts during last 3 financial years ending March 2016 with average Annual Turnover of Rs: 1.50 Crores from inspection services within India
- 3) ☐ BHEL may conduct reverse auctioning
- 4) If awarded the contract, I agree to confirm and ensure the compliance to provide offices/resident offices at minimum 8 additional locations out of following during entire currency of the contract (as per clause 1.2.2.2):

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

☐ **I HEREBY DECLARE THAT IF THE CONTRACT IS AWARDED, I WILL DEPLOY THE REQUISITE MANPOWER AT DIFFERENT LOCATIONS AS MENTIONED IN TENDER. THE CONTRACT WILL BE FULLY OPERATIONAL ONLY AFTER FULFILLING THE REQUIREMENT IN ALL RESPECT.**

- 5) I also agree and give the acceptance of the following
 - ☐ BHEL may verify original records for qualification and Experience details of Inspection Engineers as per clause No. 1.2.5 and 1.2.6.1
 - ☐ BHEL may conduct Interview of the Inspection Engineers.
 - ☐ BHEL may conduct physical verification of offices and infrastructure as per clause No. 1.1.7, 1.2.2.1 and 1.2.2.2

- ☐ BHEL may conduct the surveillance audit of TPIAs during inspection at Vendor's works if contract is awarded to us.
- ☐ BHEL may seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract
- ☐ We will actively participate to get his inspectors qualified and Approved from BHEL Customers, if required
- ☐ Only Permanent employees shall be used for BHEL inspection
- ☐ Progress Report: The inspection agency shall submit the progress report (Format AA/CQ/A/011A/F-04: 4 sheets A, B, C, D given in Annexure XI for information only) to BHEL Purchasing Division with a copy to BHEL Corporate Quality (CQ &BE), Noida, as and when demanded

Signature of Authorized Person

Name:

Date:

Seal:

SECTION II

GENERAL REQUIREMENTS

INDEX

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

Clause No	Contents
2.1	Introduction
2.1	<p>Bharat Heavy Electrical Limited (BHEL), a Maharatna 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 Centres and Power Sector Regions located throughout India. As the quality of these inputs has a far- reaching impact on ultimate products and services, BHEL takes all endeavours to ensure conformance to quality requirements through well- structured quality documentation, surveillance, control and defect prevention activities by Unit/ Corporate Quality groups.</p> <p>BHEL proposes to empanel Third Party Inspection (TPI) Agency to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units & division as given below (indicative):</p> <ol style="list-style-type: none"> 1. Heavy Electrical Equipment Plant, Hardwar 2. Central Foundry Forge Plant, Hardwar 3. Heavy Electrical Plant, Bhopal 4. Transformer Plant, Jhansi 5. Heavy Equipments Repair Plant, Varanasi 6. Components Fabrication Plant, Rudrapur 7. Heavy Power Equipment Plant, Hyderabad 8. PE & SD, RC Puram, Hyderabad 9. High Pressure Boiler Plant, Tiruchirapalli 10. Seamless Steel Tube plant, Tiruchirapalli 11. Piping Centre, Chennai 12. Boiler Auxiliaries Plant, Ranipet 13. Industrial Valves Plant, Goindval (Punjab) 14. Electronic Division(EDN) Bangalore 15. Power Plant Piping Unit, Thirumayam 16. Industrial Systems Group, Bangalore 17. Electro-Porcelain Division Bangalore 18. Insulator plant, Jagdishpur 19. Project Engineering Management, Noida 20. Transmission Business Group 21. Power Sector: Northern, Eastern, Western and Southern Regions 22. Centralised Stamping Unit and Fabrication Plant, Jagdishpur. 23. EMRP, Mumbai and RMSG, Bhopal 24. Heavy Plates and Vessel Plant, Vizag <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. The scope of work and other requirements are given in forthcoming sections.</p>

Clause No		Contents
2.2		SCOPE OF WORK
2.2.1	2.2.1.1	Inspection of Purchased and Bought -out items ordered by BHEL Units/ Divisions/ Subsidiaries of BHEL from all over India (for indigenous and export contracts) at suppliers/ sub-suppliers works and identified Testing Laboratories. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defence and Industry Sector etc.
	2.2.1.2	Estimated Annual Value of goods to be offered for inspection is approximately Rs:1800 Crores (One Thousand Eight hundred Crores). The said value is not guaranteed and may vary depending on market conditions.
2.2.2		Co-ordination with BHEL's Customers for joint inspection and clearance after confirmation of date of visit of customer by respective unit to TPIA
2.2.3		The Inspection Agency shall have to attend inspection calls throughout India only at approved suppliers/ sub-suppliers works and Testing Laboratories. All inspections which have been attended by the earlier TPIAs for stage or final inspection (pending clarifications/ disputes) shall be taken up by the Bidder based on the inspection records issued / signed by the earlier TPIA.
2.2.4		Exact scope of work shall be defined by the Purchasing Divisions of BHEL or Subsidiaries of BHEL.
2.2.5		Inspection call: Inspection call shall be raised by Supplier on BHEL format through Web-based system and Inspection report shall be generated through the Web system.
2.2.6	2.2.6.1	Inspection Documents: The copy of Purchase Order and applicable documents like BHEL Quality Plan/Supplier Quality Plan approved by BHEL, Approved Drawing, Data-Sheet, Purchase Specification, check-list etc. shall be provided by Supplier at the place of inspection or by BHEL in case of exigencies. NOTE :Inspection shall NOT be carried out without approved Quality Plan.
	2.2.6.2	During Inspection at Vendor's work, Inspector has to review the Original Test Certificates issued by Third Party Laboratories or Supplier(s), and also ensure to submit with Inspection report; certified copy(s) of Test Certificates, with a remark: 'Compared with Original Test Certificate. Reviewed, Verified and found in order'.
2.2.7		Coordination with BHEL customer:
	2.2.7.1	On specified dates given by Customers and communicated by Units to TPIA, coordination for joint inspection with Customer, shall be done by the inspection agency for joint inspection and obtaining Customer Hold Point (CHP) / Reports. CHP/ Report of Customer shall be signed by the TPIA.
	2.2.7.2	In case, customer inspection is required after TPIA inspection, the inspection agency shall carry inspection before offering to the customer.

Clause No	Contents
2.2.8	Time for attending inspection call:
2.2.8.1	<p>The inspection call shall be attended within three working days after the date of receipt of call (i.e. C+3 working days, where C is call offer date).</p> <p>If the proposed inspection date is beyond (C+3) working days, then the call has to be attended on the proposed date.</p> <p>However, in exceptional circumstances, TPIA may have to attend the inspection call at short notice, for which necessary requests may be made by BHEL units.</p> <p>Allocation of inspector shall be updated in web based system at least a day before planned date of inspection.</p>
2.2.8.2	In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail.
2.2.9	<p>Inspection Methodology: Inspection shall be carried out as per provision of Purchase Order and applicable inspection documents like approved Quality Plan, approved drawing, data -sheets and purchase specification etc.</p> <p>The process of Inspection shall be managed through web based system of BHEL.</p>
2.2.9.1	The stage inspection shall be done, if called for in approved Quality Plan, PO or any other applicable document at the works of main supplier or sub- supplier or Testing Laboratory
2.2.9.2	The supplier shall provide all necessary facilities for carrying out inspections, measurements & testing.
2.2.9.3	The inspection agency should satisfy themselves for adequate safety at the Supplier's/ Sub-suppliers/ works or Testing laboratory. BHEL shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Supplier's/ Sub-suppliers/ works or Testing laboratory the TPIA should immediately inform BHEL.
2.2.9.4	The inspection agency shall ensure use of valid and calibrated measuring instruments and equipment. Inspection agency may also examine adequacy of periodicity of Calibration & traceability to National/International Standards
2.2.9.5	<p>The inspection agency 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, NDT, painting & metal coating etc. v) Type- test or any special test called for in the PO. vi) The Inspection Agency shall endorse all certificates with comments (Witnessed or Verified) as per applicable document. In the dimension report the dimensions Witnessed shall be encircled and marked 'W' <p>Checked and Inspected as "C"</p> <p>Verified as "V"</p>
2.2.9.6	The Inspection Agency shall carry out visual and dimensions inspection, NDT and material testing etc. as per applicable documents.

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

	2.2.10.5	The Inspection Agency shall furnish any other report as agreed mutually with the BHEL unit without any additional charges.
	2.2.10.6	Feedback Analysis: The inspection agency shall analyse the feedback given by unit, user or customer on TPIA performance. The report of analysis and proposed corrective / preventive actions shall be given to Unit within 7 days with a copy to Corporate Quality. No additional charges would be payable for this activity.
	2.2.10.7	Record Keeping: The inspection agency shall retain the inspection record for a period of 2 years after inspection.
	2.2.10.8	In case of system / package orders or any such orders in which BOIs against a particular P.O. may have to be procured from suppliers/ sub- suppliers spread all over India, the Third Party Agencies of the designated region (in which order is placed) shall arrange inspection services for the entire P.O. irrespective of location within India.
	2.2.10.9	Progress Report: The inspection agency shall submit the progress report. (Format AA/CQ/A/011A/F-04: 4 sheets A, B, C, D given in Annexure XI for information only) to BHEL Purchasing Division with a copy to BHEL Corporate Quality (CQ &BE), Noida, as and when demanded, indicating the details of inspection carried out, value of inspected items, inspection charges, penalties deducted, No. of calls attended by inspectors in a month, addition/deletion of Inspectors.
	2.2.10.10	Periodic Review Meetings: Bidder shall agree for quarterly review meetings, regarding performance of Inspection Agency, with BHEL at convenient locations as decided by BHEL Units/ Corporate Quality. Bidder shall also agree to send their inspection personnel to TPIA user units of BHEL, whenever being called to receive the training.
2.3		ASSIGNMENT:
2.3.1		The inspection agency shall not off-load either full or part of the work, assigned by BHEL.
2.3.2		<i>The information regarding addition / deletion of manpower, loading of inspectors (calls attended by individual inspector) shall be furnished to BHEL as and when demanded by BHEL. Additional manpower shall be got qualified / approved by BHEL on half yearly basis.</i> The Departments/ Agency(s) within BHEL that will deal with this activity shall be intimated to successful Bidders subsequently. Criteria for addition manpower is subjected to Clause No:1.2.5

Clause No	Contents
2.4	LIQUIDATED DAMAGES
2.4.1	<p>If any non-conformity is due to deficiency in inspection and it is established that the deficiency is on account of inaccurate/ inadequate inspection with respect to scope of Inspection as per P.O, the inspection charges of the concerned item will be deducted.</p> <p>Moreover actions will be taken for the following discrepancies also, if found:</p> <ol style="list-style-type: none"> 1) Any Inspector indulging in Unethical practices, Unfair means and Proxy Inspection will be immediately debarred from inspection of BHEL items. 2) A warning/advice letter Format AA/CQ/A/011A/F-05 will be issued by the TPIA User Unit or CQ & BE to the concerned inspection agency for deficiency in inspection of items inspected and cleared by TPIA Inspector <p>Inspection Deficiencies are defined as follows</p> <ol style="list-style-type: none"> a) Rejection of Inspected Product by MUs/Sites/Customer(s) b) Rework/Repair at Vendor works/BHEL Mus/BHEL Sites/Customer(s) c) Change in Matching Component d) Other Deficiency/Discrepancy in inspection with respected to approved Documents (like QAP, Technical Spec, Drawing, PO etc.) <p>NOTE: If any TPIA User Unit or CQ & BE has adverse feedback about inspection related to discrepancy or deficiency in carrying out inspection by TPIA Inspector, the same shall be converted into WARNING LETTER Format AA/CQ/A/011A/F-05. The warning letter will be issued to TPIA immediately.</p> <ol style="list-style-type: none"> 3) BHEL reserves the right to debar the Inspector from the approved list based on criticality of discrepancy/adverse feedback by TPIA User Unit and discontinue the services of Inspector, for Inspection of BHEL items, with immediate effect. 4) However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspectors as per the contract.
2.4.2	<p><u>Delay/Refusal In Inspection:</u></p> <ol style="list-style-type: none"> a) If inspection calls are not attended within prescribed time (as per clause 2.2.8), liquidated damages higher of either 1.0% of inspection charges of offered goods for per day delay up to 5 days' delay or Rs 100/- per day shall be deducted from TPI Agency. b) If the delay is more than 5 days, the deduction shall be higher of either 2.0% of inspection charges of offered goods for per day delay or Rs 200/- per day starting from 6th day of delay in addition to 2.4.2 a) above.

		<p>c) No Refusal of Inspection call shall be permitted. However, in exceptional cases, if TPIA refuse to attend the inspection call (through web based system or in writing/email only), and refusal is permitted by TPIA User Unit, BHEL will deduct the calculated Inspection Charges (as per contract) + additional penalty of Rs 1500 per refused call.</p> <p>d) If Inspection call is not attended within 10 working days (10th day including) from the date of proposed inspection date, it will be deemed as Refusal by TPIA and accordingly charges will be deducted as per clause 2.4.2 (c) only. In this situation, the inspection call may be allotted to other empanelled TPIA or alternative, as per decision of BHEL.</p> <p>e) The liquidated damages shall be deducted from pending bills and /or security deposit amounts.</p>
2.4.3		<p><u>Exemption of Penalty</u></p> <p>In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail (Refer Clause 2.2.8.2). In such cases the penalty due to delay in inspection from proposed date by supplier (as per Clause 2.4.2) will be exempted.</p>
2.4.4		<p><u>Suspension of Business</u></p> <p>Based on criticality and consequential damage to the company due to discrepancy/deficiency in inspection, adverse feedback by TPIA User Unit (BHEL Units) related to quality of inspection carried out by Inspection Agency or delay/refusal in attending inspection calls by TPIA, BHEL reserves the right to initiate action for suspension of Inspection Services of Inspection agency as per BHEL Guidelines for Suspension of Business Dealings.</p> <ol style="list-style-type: none"> 1. The Inspection Agency may be put on hold/suspended for a specific period and the share of business will be given to other empanelled TPIA or BHEL Units during the hold/suspended period. 2. The Inspection Agency may be Banned across BHEL. <p>The lifting of Suspension will be done only after completion of suspension proceedings and recommendation of respective Committee with BHEL terms and conditions.</p>

2.5	EFFECTIVENESS OF TPIA
2.5.1	The effectiveness of Inspection Agency shall be monitored as per Section V on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/ sites, feedback of suppliers, Surveillance/ Audit report of Corporate Quality Division/ Unit Quality (Purchasing Divisions) and Feedback from Customers.
2.5.2	<p>Reduction in share of Business/ Suspension/ Cancellation on the basis of overall performance based on clause 2.5.1 as per Section V:</p> <p>Periodic monitoring of following parameters will be carried out by TPIA User Unit or CQ & BE (unit wise as well as overall):</p> <ul style="list-style-type: none"> a) Efficiency of Call Inspected (%) b) Efficiency in generation of Inspection reports (%) c) Deficiency : (No of Warning Letter Issued x 100)/ Total number of calls attended by TPIA
2.5.3	BHEL may conduct the audit/ investigation at supplier's work/ inspection agency as deemed necessary.
2.6	BHEL RESERVES THE RIGHT TO ADD, DELETE OR MODIFY ABOVE GENERAL REQUIREMENTS.

SECTION III

INSTRUCTION TO BIDDERS (ITB)

INDEX

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

Clause No	Contents
3.1	INSTRUCTION TO BIDDERS (ITB)
3.1.1	Sealed bids are invited by BHEL –HPEP, Hyderabad Division on behalf of BHEL for Rate contract with Third Party Inspection Agency from qualified bidders.
3.1.2	Scope of work shall be as per Section- II.
3.1.3	The bidder should fulfil the minimum qualifying requirements as stipulated in Section -1
3.1.4	BHEL reserves right to ask any additional information.
3.1.5	Notwithstanding anything stated above BHEL reserves the right to carry out physical verification of infra-structural facilities to assess bidder capability and capacity to perform the work. In case, any deficiency/ discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected/ contract is liable to be cancelled.
3.1.6	The bidder has to quote as per the price Format (As per Annexure-X) of the specifications. The bidder who has submitted prices in any other form shall be rejected. The bidder who does not submit EMD, offer will be rejected except exemptions as per Statutory/ Regulatory requirements.
3.1.7	Bid must be submitted in two separate sealed envelopes Part-A and Part-B. First envelope (Part-A) shall contain EMD of Rs:11.88 lakhs, techno – commercial offer and un-priced bid. The second sealed envelope (Part- B) shall contain price bid only. Price bid of only those prospective bidders shall be opened who are found techno – commercially acceptable. Price bid with any conditions is liable to be rejected.
3.1.8	The bidder shall assure that all the information/ documents furnished by the bidder for the bid are true to the best of their knowledge and belief. In case they are found to untrue or false, the bid submitted by the bidder or the contract awarded to him in the event of acceptance of the bid, shall be liable to be cancelled/ withdrawn without any notice or compensation.
3.1.9	Tenders received late shall be rejected.
3.1.10	BHEL reserves the right to extend due date and time for issuance of bid documents and the due date and time for submission and / or opening of bids which shall be suitably intimated to concerned bidders.
3.1.11	Notwithstanding anything stated above BHEL reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason there off and in such cases no bidder shall have any claim arising out of such action.

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

Clause No	Contents
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	<p>Government levied taxes shall be paid extra as applicable from time to time Government levied taxes 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.</p> <p>All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).</p>
3.3.3.3	The prices shall remain firm during validity period of Service Contract. No Price Variation Clause is admissible.
3.3.3.4	The price shall be inclusive of all other charges such as transport, accommodation and other incidental charges.
3.3.3.5	<p>The bidder should take into considerations the following eventualities, while quoting the price, as no charges shall be payable in following cases:-</p> <ul style="list-style-type: none"> • Stage inspection. • Material not offered for inspection by a supplier during the visit due to any reason. • Extra visits required for Rework or rectification or rejection of material during inspection by TPIAs. • Rejection of material by user (Unit/ BHEL Customer) after inspection clearance of TPIA.
3.3.3.6	Treatment of Arithmetical Errors:
	<p>Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis. The prices should be quoted strictly as per Clause no. 3.3.3 in both figures and words.</p> <ol style="list-style-type: none"> 1. In case of any mismatch between the prices quoted in figures and words, the price quoted in words will prevail and will be considered for evaluation 2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. <p>However, in case of any dispute regarding interpretation of the above, BHEL's decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.</p>
3.3.4	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.

Clause No	Contents
3.3.5	BID VALIDITY PERIOD: Bids should be kept valid for a period of minimum 120 days from the date of opening of technical bids.
3.3.6	EARNEST MONEY DEPOSIT (EMD)
3.3.6.1	<p>The bidder shall furnish EMD of Indian Rupees 11,88,000/- (Rupees Eleven lakhs and Eighty-eight thousand only) as a part of its bid in the form of NEFT in favour of Bharat Heavy Electricals Limited, Hyderabad in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>a) Name of Beneficiary: <i>BHARAT HEAVY ELECTRICALS LTD.,</i></p> <p>b) Name of Bank: <i>State Bank of Hyderabad</i></p> <p>c) Branch: <i>RAMACHANDRAPURAM, HYDERBAD</i></p> <p>d) Account type: <i>Current</i></p> <p>e) Account Number: <i>00000062048154115</i></p> <p>f) MICR CODE: <i>500004072</i></p> <p>g) IFSC CODE: <i>SBHY0020075</i></p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL, HYDERABAD (along with offer)</p> <p>While submitting Bid, bidder shall submit the cancelled cheque containing Name of Beneficiary , Account No, Name of Bank, Branch, IFSC Code for refund of EMD to unsuccessful bidders.</p>
	<p>3.3.6.2</p> <p>The EMD is required to ensure that the bidder does not refuse to:</p> <ul style="list-style-type: none"> • Accept the letter of Award of Rate Contract • Sign the contract agreement • Furnish the required Security
	<p>3.3.6.3</p> <p>EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</p> <p>ii) The tenderer fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.</p> <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p>
	<p>3.3.6.4</p> <p>Any bid received without Earnest Money Deposit shall not be considered.</p>
	<p>3.3.6.5</p> <p>EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.</p>
	<p>3.3.6.6</p> <p>EMD shall not carry any interest.</p>
3.3.7	FORMAT AND SIGNING OF THE BID
3.3.7.1	<p>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.</p>

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 /overwriting shall be valid only if they are signed by signatory to the Bid.
3.3.7.10	Bids not conforming to the above requirements of authentication by authorized signatory are liable to be rejected.
3.3.7.11	Combined offers (i.e.) Technical bid along with price bid shall be rejected.
3.4	SUBMISSION OF BIDS
3.4.1	SEALING AND MARKING OF BIDS
3.4.1.1	<p>Two- parts bid procedure shall be adopted for preparation, submission and evaluation of bids. The bidder must submit the Bid in (bound volume only)the following two separate sealed envelopes:</p> <p>Part –A : Technical Bid(consisting of EMD, Tender Cost and Techno Commercial Bid)</p> <p>(a) Earnest Money Deposit :</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening) (Beneficiary: BHARAT HEAVY ELECTRICALS LIMITED; Name of Bank: SBH; Branch: RAMACHANDRAPURAM; City: HYDERABAD; Account no: 62048154115; IFSC code: SBHY0020075; MICR CODE:500004072;)</p> <p>(ii) Banker's cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer)</p> <p>(b)Tender cost Rupees 1000/-(One Thousand)</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening) (Beneficiary: BHARAT HEAVY ELECTRICALS LIMITED; Name of Bank: SBH;</p>

		<p>Branch: RAMACHANDRAPURAM; City: HYDERABAD; Account no: 62048154115; IFSC code: SBHY0020075; MICR CODE:500004072;)</p> <p>(ii) Banker's cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer)</p> <p>(c) Techno- Commercial (1 original + 1 copy)</p> <p>(d) Integrity Pact (As per Annexure VIII)</p> <p>Bid along with duly filled and Signed & Stamped (all pages of tender terms & conditions) copies of 'Particulars of Inspection Agency Check-list', General Requirements, Un-priced Bid. and General Conditions of Contract (GCC)</p> <p>Part – B : Price Bid (As per Annexure X)</p> <p>(i) Price Bid (1 original + 1 copy)</p>
	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	<p>The inner and outer envelopes shall</p> <p>(a) be addressed to the "DGM/SDC-CMM,TENDER BOX, BHEL, HPEP-Hyderabad-502032</p> <p>(b) Super scribed as "BID FOR RATE CONTRACT WITH THIRD PARTY INSPECTION AGENCY" "DO NOT OPEN BEFORE XXXXXX (Date) and XXXXX (Time), as given in Tender Notice. 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".</p>
	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 "DGM/SDC-CMM, TENDER BOX, BHEL, HPEP-Hyderabad- 502032 on or before the date and time given in Tender. In the event of the date of submission of Bids being declared as holiday for BHEL, the bids will be received up to the appointed time on the next working day.
	3.4.2.2	The bidder has the option of sending the bids by Registered post/ Courier or submitting in person. No request from any bidder to collect the bid from airlines, cargo agents etc. shall be entertained.
	3.4.2.3	BHEL may at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 3.2.3 (Amendment to Tender Document), in which case all rights and obligations of BHEL and the Bidders previously subject to the original deadline shall thereafter be subject to the new last date as extended.
3.4.3		<p>LATE TENDERS:</p> <p>Tenders received after the specified date and time of their "Receipt" are treated as Late Tenders. Tenders received late shall be rejected</p>

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 “DGM/SDC-CMM, TENDER BOX, BHEL, HPEP-Hyderabad- 502032 by the officer(s) duly authorised by BHEL for this purpose at the date and time given in the Tender in the presence of the Bidder’s authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for BHEL, the Bids shall be opened at the appointed time and location on the next working day.
	3.5.1.2	Bidder’s authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by BHEL for evidencing their participation. No electronic recording device/ mobile phones etc. shall be permitted during the bid opening.
	3.5.1.3	Envelopes marked “Withdrawal” shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 3.4.4 (Modification and withdrawal of Bids) here of shall not be opened.
	3.5.1.4	The Part-A of the bid (Technical Bid) only shall be opened on the date of opening. The bid of only those bidders shall be considered which contains the EMD and Tender Cost of requisite value in acceptable form. The bids with EMD or Tender Cost deficit in value / form will not be further processed.
	3.5.1.5	The officer(s) of BHEL authorized for opening of bids will announce the Bidder’s names, written notifications of withdrawals, if any, the presence or absence of the requisite EMD or any other information felt necessary.
	3.5.1.6	The part-B (Price Bid) of the tender of only those bidders, whose Techno-Commercial bid is found acceptable shall be opened at a date and time for which separate intimation shall be sent.
3.5.2		CLARIFICATION OF BIDS: To assist in examination, evaluation and comparison of bids, BHEL may at its discretion ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing E-mail.
3.5.3		EVALUATION AND COMPARISON OF BIDS
	3.5.3.1	Techno-commercial Evaluation: BHEL will carry out a detailed evaluation of bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bid document.
	3.5.3.2	Compliance with the qualification and eligibility requirement shall first be evaluated. The bidders, who do not meet the minimum specified requirements, shall be rejected.

	3.5.3.3	If the bidder is found qualified, the bid will be taken for further evaluation.
	3.5.3.4	The price bid of the bidders, whose techno-commercial bid is found acceptable, shall be opened on the specified date and time and shall be evaluated by BHEL.
3.5.4		NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED
	3.5.4.1	BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load.
	3.5.4.2	The business is intended to be shared in the ratio of 60(±5):40(±5) of their share amongst the Lowest (L1) bidder and next subsequent bidders (L2) provided they match rate of lowest bidder.
	3.5.4.3	However, if the next (L2) inspection agency, who is offered share of business, fail to accept the offer, the same will be offered to next lower bidders in sequential order.
	3.5.4.4	In case, none of the other bidders i.e. L2, L3 ..., who are offered Business share fail to accept, BHEL reserves the right to give entire business to original L1 bidder.
	3.5.4.5	The sharing of business by the successful bidders may also be done by defining the geographical zones in which the major part of the operation has to be carried out / by defining the units for which inspection is to be carried out or in any other manner as decided by BHEL during the starting phase of the contract or during the currency of the contract. However, in case of system / package orders or any such orders in which BOIs against a particular P.O. may have to be procured from suppliers/ sub-suppliers spread all over India, the Third Party Agencies of the designated region (in which order is placed) shall arrange inspection services for the entire P.O. irrespective of location within India.
	3.5.4.6	BHEL units may exercise discretion to take services of any of approved Third Party Inspection Agency in any part of India in situations like: <ul style="list-style-type: none"> •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.
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 e-mail "confirmed by registered letter or e-mail" that their bids have been accepted. The notification of award shall constitute the formation of Contract.
3.6.2		The construction/ execution of Rate Contract shall be in accordance with clause 4.3 of Section-IV.
3.6.3		On receipt of Letter of Award, the bidder shall deposit Security in a manner provided in Clause 4.8 of GCC, Section-IV and sign Rate Contract Agreement as per Annexure-III of Section-VI on mutually agreed date and time within Fifteen (15) days of issue of Letter of award.
3.6.4		After signing the Rate Contract, BHEL will promptly notify each unsuccessful bidder and discharge its EMD as per Clause 3.3.6.5.
3.6.5		Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INDEX

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

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

Clause No		Contents
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 Head-CQ / Head (Q) of BHEL Units, as may be agreed to, after finalization of successful Bidders. The Contractor shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Rate Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.
4.3.2		The contract will be signed in four originals, the contractor shall be provided with one signed original contract and rest (Three originals) will be retained by BHEL.
4.3.3		The signed Rate Contract Agreement shall be forwarded to all BHEL Units / Purchasing Divisions for availing the inspection services.
4.4		VALIDITY OF CONTRACT:
4.4.1		The contract shall commence from the effective date (as stated in the letter of award of rate contract or in the rate contract. If no such effective date is stated, then the contract shall commence from the date of LOA) of signing the Rate Contract and remain valid for a period of two years from the date of signing the contract. This period is subject to extension by three (3) months, if desired by BHEL on mutual agreement with terms and conditions remaining same.
4.5		CONTRACTOR'S RESPONSIBILITIES:
4.5.1		The contractor shall perform the services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act, in respect of any matter relating to this contract, as faithful advisers to BHEL and shall at all times protect BHEL's legitimate interests.
4.5.2		The contractor confirms that he has entered into this contract after satisfying himself with the scope of work and requirements of BHEL in totality and shall be responsible for providing / performing the services satisfactorily.
4.5.3		The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature including claims from any employees of the TPI or any third party arising during the course of execution of the contract.

Clause No		Contents
4.6		BHEL's RESPONSIBILITIES
4.6.1		BHEL shall request suppliers & its sub-contractor(s) to provide reasonable facilities to the inspecting personnel for carrying out inspection. The facilities will include all materials, measuring instruments, tools, testing fixtures, testing equipment and laboratory etc.
4.6.2		To provide to the contractor and his authorized representative with any other such assistance as may be necessary for carrying out the inspection efficiently & effectively
4.7		PAYMENT TERMS
4.7.1		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 in the end of the month for inspections carried during the month to the respective BHEL units giving purchase order wise details of inspections and other relevant information required by the BHEL unit. Applicable taxes shall be deducted from the invoices. MSME vendors shall submit MSME certificate along with invoice.
4.7.2		Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.
4.7.3		The payment shall be made in Indian rupees within 60 days (within 45 days for MSME) from the receipt of complete/ corrected invoice.
4.7.4		No interest shall be payable to the Inspection Agency on the amount payable including but not limited to payment against invoices, security deposits, EMD etc.
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 validity up to ninety (90) days beyond the contract completion period.
4.8.2		The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Clause No	Contents
4.8.3	<p>Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none"> i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) <p>The security deposit shall not carry any interest.</p> <p>Collection of Security:</p> <p>50 % of the required Security Deposit, including the EMD, should be collected before start of the work.</p> <p>Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
4.8.4	<p>Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award</p>
4.8.5	<p>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the bidders' failure to fulfil any of the contractual obligations/ or in the event of termination of contract as per cl. 4.20.</p>
4.8.6	<p>The Security Deposit shall be refunded to the Contractor without any interest 90 days after completion of the contract and discharged of all obligations.</p>

4.9		TAXES AND DUTIES:
4.9.1		Except as otherwise specifically provided in the Contract, other than Service Tax, Education Cess & Higher Education Cess/ GST the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the facilities in the country where the manufacturing works are located.
4.9.2		As regards the income tax, surcharge on income tax and any other corporate tax, BHEL shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of such tax, if attracted under the provisions of the law present or future and BHEL will make deductions at source as applicable.
4.10.		TIME FOR ATTENDING TO INSPECTION CALLS: The contractor shall attend to the inspection calls as per Clause 2.2 of Section –II.
4.11		LIQUIDATED DAMAGES FOR NON COMPLIANCE
4.11.1		As per clause 2.4.1 of section II
4.11.2		As per clause 2.4.2 of section II
4.12		INSURANCE
		The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract
4.13		FORCE MAJEURE:
4.13.1		<p>“Force Majeure” shall mean any event beyond the reasonable control of BHEL, Supplier or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: -</p> <ul style="list-style-type: none"> a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; b) Rebellion, revolution, insurrection, military or usurped power and civil war; c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor; e) Acts of God such as earthquake (above magnitude of 7 on Richter’s scale), unprecedented floods.
4.13.2		If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within one week after the occurrence of such event

4.13.3		The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfil its or their obligations under the contract.
4.13.4		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
4.13.5		If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with GCC Clause 4.15.
4.13.6		Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.
4.14		GOVERNING LAW:
		The Contract shall be governed by and interpreted in accordance with laws of India
4.15		ARBITRATION
4.15.1		Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL. All questions & disputes relating to the Contract shall be referred to the sole arbitration of arbitrator to be appointed by Corporate Office, BHEL. It is also a term of this Contract that no person other than a person appointed by such Head, Corporate Quality, BHEL as aforesaid should act as arbitrator. The arbitrator shall give reasons for the award. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 or amendments thereof or re-enactments thereof and rules made thereunder in force shall apply to the arbitration proceedings under this clause. The arbitration proceedings shall be conducted in English. Documents shall be submitted in English. The decision of the arbitrator shall be final and binding upon the Parties and such decision may be enforced by any court of competent jurisdiction. The venue of arbitration shall be Delhi, India
4.15.2		The cost of arbitration shall be borne in such manner as may be specified in the award of arbitrator. However, expenses incurred by each party in connection with the preparation, presentation etc.; of its cases prior to, during and after the arbitration proceeding shall be borne by each party itself.
4.15.3		Notwithstanding any reference to the arbitration herein; the parties shall continue to perform their respective obligations under the Contract unless agreed.

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

SECTION V

EVALUATING EFFECTIVENESS OF THIRD PARTY INSPECTION AGENCIES

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

- a. Response to Inspection Request.
- b. Response time to issue inspection reports i.e. Time taken to issue the Inspection report
- c. Deficiency in Inspection

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

5.1.1 Efficiency of Calls inspected (%)

$$= \frac{\text{No. of Calls inspected within 03 working days from planned date}}{\text{Total Number of calls within period}}$$

5.1.2 Efficiency of Report generated (%)

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

5.1.3 Deficiency in Inspection (%)

$$= \frac{\text{No of Warning Letter Issued}}{\text{Total Number of calls within period}}$$

NOTE: PERFORMANCE RATING OF TPIA WILL BE MONITORED AND COMPILED PERIODICALLY USER UNIT WISE AND OVERALL.

CQ will compile performance rating/ effectiveness on periodic basis and this will be discussed during TPIA Coordinators meet/ Quality Meet for any improvement in performance.



Handwritten signatures and initials in blue ink, including names like 'Rajendra Kumar', 'R. Sharma', 'Rajendra', and 'Rajendra'.

5.2 CATEGORY OF PERFORMANCE

1. Efficiency of calls inspected (5.1.1) should always be 100%.
2. Efficiency of reports generated (5.1.2) should always be 100%.
3. Deficiency in inspection (5.1.3) should always be 0%.

However, at any time, if Efficiency of call inspected is found less than 95% or Efficiency of report generated is found less than 95% or Deficiency is found more than 5%, then User Unit will make an action plan with TPIA to improve these parameters and TPIA has to take suitable action to improve its Category of Performance.

Also, consequently for two quarters if the efficiency of call inspected (as per clause 5.1.1) falls below 65 % in more than 50% of the TPIA centres (as submitted in Clause 4 of 1.3.24 Bidder Certification Form), the contract may be short closed under Clause 4.20 Termination of Contract.

If TPIA doesn't improve its performance related to one or any of three parameters (5.1.1, 5.1.2, 5.1.3) or BHEL find any unethical practice adopted by TPIA, BHEL reserves the right to initiate action for hold/suspension of Inspection Services of Inspection agency as per BHEL Guidelines for Suspension of Business Dealings as per Clause 2.4.4

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



Handwritten signatures and stamps at the bottom of the page, including a large signature on the left and a stamp on the right.

SECTION VI

ANNEXURES

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

CHECKLIST FOR BIDDERS ANNEXURE – I

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

Name of Bidder: Date:									
Sl No	Requirement of Clause No.	Tick (which is applicable) and provide details(whenever required)						Evidence/Certificate OR Format OR Self Certified by Bidder	Page No. of Bid Document
1	1.1.3	ASME	ASTM	BIS	DIN	IEC	Others	Evidence/Certificate	
2	1.2.1	Enclosed ISO-9001-2008 accreditation certificate (Undertaking for ISO 9001-2015)						Evidence/Certificate	
		YES / NO							
3	1.2.1	Table 17	Sub-clause	Table 18	Sub-clause	Table 19	Sub-clause	Evidence/Certificate	
4	1.2.2	7 Office at major locations as mentioned in clause			Certificate to provide 8 other office as per list in clause			Format AA/CQ/A/011A/F-03	
		YES/NO			YES/NO				
5	1.2.3	Previous Inspection Contracts successfully completed during last 7 years ending December 2014 (Certified by CA)						Certificate by CA	
			Client	PO No.	Invoice No	Date of Invoice	Value in Crores		
	A								
	B								
	C								
OR	1.2.3	Completion Certificate of Inspection Contracts , successfully completed during last 7 years ending March/December 2016						Completion Certificate	
			Client			Year of Contract			
	A								
	B								
	C								

6	1.2.4	Annual Financial Turnover (in Crores)						Audited Annual Reports	
			2013-14	2014-15	2015-16	Average			
7	1.2.5	No of qualified Inspectors (Permanent only)		Mechanical		Electrical		Format AA/CQ/A/011A/F-02	
				Degree	Diploma	Degree	Diploma		
8	1.2.5	Number of Inspectors having Level II& above -NDTE						Self-Certified by Bidder	
		UT	PT	MPI	RT	Other (Specify)			
9	1.2.5	Certificate submitted for Confirmation and Compliance of 3rd Point (including A,B,C,D,E,F,G,H,I) of Clause 1.2.5						Format AA/CQ/A/011A/F-03	
		YES / NO							
10	1.2.6.1	All Degree Inspectors have 55% marks and 5 year of Experience in Inspection			All Diploma Inspectors have 55% marks and 7 year of Experience in Inspection			Format AA/CQ/A/011A/F-02	
		YES / NO			YES/ NO				
11		Bidder meets Qualification and Eligibility requirements of Section-I, General requirements of Section-II and General Contract Conditions (GCC) of Section-IV.						Self-Certified by Bidder	
		YES / NO							
12	1.3	Complete data as per Table1.3 /Format AA/CQ/A/011A/F-01 is Enclosed						Format AA/CQ/A/011A/F-01	
		YES / NO							
13		All the pages of Bid documents are accepted & signed by authorized signatory						NA	
		YES / NO							

14	3.3.2	The notarized power of attorney is enclosed	Notarized Power of attorney	
		YES / NO		
15	3.3.6	EMD & Tender Cost– Details of Electronic Fund Transfer is enclosed	EMD	
		YES / NO		
16	3.3.5	Accept that bid is valid up to 120 days after Technical bid opening	Self-Certified by Bidder	
		YES / NO		
17	3.3.3.3	Prices are firm up to validity period of rate contract	Self-Certified by Bidder	
		YES / NO		
18	ANNEXURE VIII	Integrity Pact enclosed	Annexure - VIII	
		YES / NO		
19	ANNEXURE VI	Declaration Certificate	Annexure – VI	
		YES / NO		
20	ANNEXURE VII	No Deviation Certificate	Annexure - VII	
		YES / NO		
21	1.3.4	Enclosed Memorandum and Article of association/Partnership deed/ Company Registration Certificate	Evidence/Certificate	
		YES / NO		
22	1.3.10	Enclosed Income tax clearance certificate	Evidence/Certificate	
		YES / NO		
23	1.2.1	Enclosed Quality Manual (of the bidder)	Quality Manual	
		YES / NO		
24	1.3.12	Enclosed PAN & Service Tax registration letters	Evidence/Certificate	
		YES / NO		

Signature/Seal of Authorized Signatory

ANNEXURE-II

BID FORM

Date

Name of Contract –Rate Contract with Third Party Inspection Agency

To
Addl GENERAL MANAGER,
QUALITY ASSURANCE,
HPEP, BHEL
HYDERABAD- 502032,

- 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 with details
For a sum of Rs.(Rupees.....) (in figures) (In words)
- 2.2 A power of attorney authorised by a Notary Public indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity in accordance with the ITB clause no.3.3.2.1(f) and 3.3.7.7.
- 2.3 Duly filled Check List for Bidder as per Annexure –I of Section -VI & Certificate of incorporation/Registration along with support Documents as per clause no 1.3.7 of Section –I.
- 2.4 Bidder Certification Form (Format: AA/CQ/TPI/018/F/03 REV 0) as per clause 1.3.24
- 3.0 PRICE SCHEDULES:
 - 3.1 In Line with the requirements of the Bid Documents, we enclose herewith the Inspection Charges as a percentage of Purchase Order Value as required by clause no 3.3.3 of section- III
 - 3.2 We are aware that the Price Schedule do not generally give a full description of the work to be performed and we have read the Technical requirement & Specifications and the complete Bid Documents to ascertain the full scope of work while filling in the rates and prices. We agree that the entered rates and prices include the full scope as aforesaid including overheads and profit.
 - 3.3 We declare that as specified in the Conditions of Contract, prices quoted by us in the Price Schedules are firm and we will not claim any price variation.
 - 3.4 We have read the provisions of the general conditions of contract and confirm that these provisions are acceptable to us
- 4.0 If our bid is accepted, we undertake to provide security in the form and amounts, and within time specified in the bid document.



5.0 We agree to abide by this bid for a period of 120 days from the date fixed for opening of Technical bid, and it shall remain bidding upon us and may be accepted by BHEL at any time before the expiration of that period.

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

Thanking you,

Yours Faithfully
Signature
Printed Name
Designation
Common seal

Date

Place:

Business Address:

ANNEXURE-III

Rate Contract Agreement

(To be stamped in accordance with Stamp Act)

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

THIS AGREEMENT MADE THIS----- DAY OF ----- 2017 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) a Company incorporated under the Companies Act, 1956 having its Registered Office at BHEL House, Siri Fort, New delhi-110 049 therein after called BHEL) of the FIRST PART.

AND

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

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

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

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

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

OR

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

-----Dated -----for a sum of Rs-----executed by-----
-----in favour of BHEL valid up to-----

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

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

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

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

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

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

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

11. That all charges on account of Octroi, Terminal and other taxes, including sales tax or other duties on materials obtained for execution of the said works shall be done and paid by the contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961
13. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor with respect to compensation payable to BHEL or contractor's obligations shall remain unaffected.
14. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the letter of Award shall prevail.
15. The following documents shall also form an integral part of and govern this agreement:
 - I) Invitation to Tender No. -----and the documents specified therein
 - II) Contractor's Offer No-----dated-----
 - III) Letter of Award No. -----Dated-----
 - IV) Tender Specification No. -----
 - V) General Contract Conditions (GCC)
 - VI) General Requirements
 - VII) Qualification and Eligibility Requirement
 - VIII) Price Schedule

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

WITNESS

(CONTRACTOR)

1. (to be signed by a person holding a valid power of attorney)
2. .

WITNESS

(For and behalf of BHEL)

- 1.
- 2.

ANNEXURE-IV

BANK GUARANTEE BOND

(Paragraph 4.9.6 of – Works account Manual)

Bank Guarantee No.....

Date:

1. In consideration of Bharat Heavy Electricals Limited, _____ division (hereinafter called “the Company” having agreed to exempt _____ (hereinafter called “the said Contractor” which term includes ‘Suppliers’ for the purpose of this bond) from the demand under the terms and condition of an Agreement dt. _____ made between _____ and _____ for (hereinafter called “the said Agreement”) of the Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ (indicate the name of the Bank) (hereinafter referred to as “the Bank”) at the request of _____ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
2. We, _____ (Indicate the name of the Bank) do hereby do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under or by Virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/Department/Division of Bharat Heavy Electricals Limited Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____. We shall be discharged from all the liability under this guarantee thereafter.

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

Dated the _____ day of _____ For _____ (indicate the name of the Bank)

Signature

Name

Designation with Bank stamp

Official Address

Attorney as per Power of

Attorney No.

Dated:

WITNESS

(Signature) _____

(Name) _____

NOTES:

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

ANNEXURE-V

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

ANNEXURE- VI

Company Logo

Letter Head

BHEL Ref: Tender Notification No. _____ Dated _____

DECLARATION CERTIFICATE

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

(Signature & Seal of the Firm)

Date:

ANNEXURE- VII

Company Logo

Letter Head

BHEL Ref: Tender Notification No. _____ Dated _____

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations to the terms & conditions of your tender specification no. AA/CQ/A/011A DTD 28.03.2017 and accordingly accept all the terms & conditions without any reservations whatsoever.

(Signature & Seal of the Firm)

Date:

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal
(Office Seal)

Place:

Date:

Witness:
(Name and Address)

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

Witness.....
(Name and Address)

ANNEXURE-IX

DETAILS OF INDEPENDENT EXTERNAL MONITOR

IEM	Address	Phone No & E-mail ID
1) Shri D.R.S Chaudhary, IAS (Retd.)	Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 (M.P.)	Ph: +91 755 4050495 e-mail ID: dilip.chaudhary@icloud.com
2) Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068_	Ph : +91 11 29533206 / 29531715. e-mail ID: pravin.tripathi@gmail.com
3) Shri V.V.R Sastry, Ex-CMD/ BEL	957, 9th Main 3 Stage, 3 Block Basaveswaranagar Bangalore- 560079	Ph: +91 80 23225150 e-mail ID: sastryvvr@gmail.com

ANNEXURE-X

SCHEDULE OF RATES (PRICE BID)

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

1. Evaluation of L1 will be done based on quoted % at Sr. No. (1)
2. For claiming service tax, bidder to submit the service tax certificate for availing CENVET credit by BHEL
3. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

(Signature & Seal of the Firm)

ANNEXURE-XI

Format No: AA/CQ/A/011A/F-04 (4 sheets A, B, C, D)

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

To be continued on next page...

ANNEXURE-XI

Format No: AA/CQ/A/011A/F-04(4 sheets A, B, C, D)

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

B. Critical Observation by TPIA at Vendors works as per clause No. 2.2.11.4							
Name of TPIA Agency							
For the Month of							
Sl No	Name of Inspector	Date of Inspection	PO/Call Ref/ Call No	Name of Component	Drawing/ Specification No	Critical observation	
						As Required	Gap/NCR Noticed
1							
2							
Signature				Distribution (1 Copy each)			
Name of Issuing Authority				a) Coordinator BHEL-Corporate Quality (CQ)			
Date of Issue				b) Coordinator BHEL Purchasing Unit/Division			

ANNEXURE-XI

Format No: AA/CQ/A/011A/F-04(4 sheets A, B, C, D)

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

ANNEXURE-XI

Format No: AA/CQ/A/011A/F-04(4 sheets A, B, C, D)

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

ANNEXURE-XII

Terms of Reverse Auction

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. These Page will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.” Information and General Terms and Conditions governing RA shall form part of the RFQ/Enquiry.

ANNEXURE-XIII
Bank Details for NEFT

(furnish this NEFT mandate on their Letter Head.)	
To	Date:
Manager/Finance Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032	Ref No.
Dear Sir,	
We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below	
A. Sup code (As per PO/SCO) :	
B. (Name as per PO/SCO) :	
C. PAN of Beneficiary :	
D. TIN of Beneficiary :	
E. e-mail address of Beneficiary :	
F. City (of Beneficiary) :	
G. Bank Name :	
H. Branch (of Bank):	
I. A/c Number :	
J. A/c type (Savings or Current) :	
K. MICR Code of the branch (9 digit)	
L. IFSC for NEFT (11 char) :	
M. IFSC for RTGS (If different from L) :	
Thanking you,	
	(Signature with Seal)
Authorized Signatory	
Name	
Designation	
Certified that the particulars furnished above are correct as per our records	
Signature of Banker	
Bank's Stamp	
Date	



Bharat Heavy Electricals Limited

Unit: _____

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

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 and Invoice number and date)

Action suggested _____

Sign: _____

Name: _____

TPIA User Unit _____

Designation: _____

Contact No: _____