



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

Ref: PSER:SCT:MIS-Q1981: 7557

Date:13-09-2019

**NOTICE INVITING TENDER**

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://bhel.abcprocure.com> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

| SL NO | ISSUE                               | DESCRIPTION                                                                                                                                                                                                                                                                                                                                   |
|-------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i     | TENDER NUMBER                       | <b>PSER:SCT:MIS-Q1981:19</b>                                                                                                                                                                                                                                                                                                                  |
| ii    | Broad Scope of job                  | Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.                                                                           |
| iii   | DETAILS OF TENDER DOCUMENT          |                                                                                                                                                                                                                                                                                                                                               |
| a     | Volume-I                            | General conditions of contract- <b>Applicable</b>                                                                                                                                                                                                                                                                                             |
| b     | Volume-IB                           | General conditions of contract (Service) - Not Applicable.                                                                                                                                                                                                                                                                                    |
| c     | Volume-IC                           | Special conditions of contract (Supply) - Not Applicable.                                                                                                                                                                                                                                                                                     |
| d     | Volume-ID                           | Special conditions of contract (Service) - Combined with Vol-II.                                                                                                                                                                                                                                                                              |
| e     | Volume-IE                           | Annexure, formats etc. - <b>Applicable</b>                                                                                                                                                                                                                                                                                                    |
| f     | Volume-II                           | Technical specification along with Special conditions of contract- <b>Applicable</b>                                                                                                                                                                                                                                                          |
| g     | Volume-III                          | Price Schedule (Absolute value) – Rev-00- <b>Applicable</b>                                                                                                                                                                                                                                                                                   |
| h     | Volume-IIIB                         | Not Applicable.                                                                                                                                                                                                                                                                                                                               |
| iv    | ISSUE OF TENDER DOCUMENTS           | <i>This is an E-tender floated online through our E-Procurement Site <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>.<br/>Start date of the tender: 13-09-2019</i>                                                                                                                                                      |
| v     | DUE DATE & TIME OF OFFER SUBMISSION | <i>Date: 23-09-2019, Time: 15-00 Hrs.<br/>The bidder should respond by submitting <b>their offer online in our e-Procurement platform</b> at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> only. Offers are invited in two-parts only.<br/><b>Hard copy bid or bids through email/ fax shall not be accepted.</b></i> |
| vi    | OPENING OF TENDER                   | <i>Date: 23-09-2019.<br/>1 hours after the latest due date and time of Offer submission<br/>Notes:<br/>In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i>                                                                                                 |
| vii   | EMD AMOUNT                          | INR 2248800/-                                                                                                                                                                                                                                                                                                                                 |
| viii  | COST OF TENDER                      | INR 10000/-                                                                                                                                                                                                                                                                                                                                   |
| ix    | LAST DATE FOR SEEKING CLARIFICATION | <i>Date:16-09-2019<br/>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below.</i>                                                                                                                                                                                                        |
| x     | SCHEDULE OF Pre Bid                 | Not Applicable                                                                                                                                                                                                                                                                                                                                |

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|     | Discussion (PBD)                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| xi  | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| xii | Latest updates                                                 | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> ) ; <b>CPP portal</b> & <b>E-Procurement Site</b> <a href="https://bhel.abcpocure.com">https://bhel.abcpocure.com</a> <b>only</b> . Bidders to keep themselves updated with all such information. |

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.  
**Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no vii under clause no 1.0 of NIT.**
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

#### DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

| Sl no           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Remarks |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>PART-I A</b> | <b>(TECHNO COMMERCIAL BID)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |
|                 | <b>CONTAINING THE FOLLOWING:-</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |
| i.              | Covering letter/Offer forwarding letter of Tenderer. <b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |
| ii.             | Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b><br><b>Note:</b> <ol style="list-style-type: none"> <li>In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b>. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</li> </ol> |         |

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|       |                                                                                                                                                                                                                                                                                                                                                                       |                 |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|       | i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL<br>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender                                                                                                                                                                                       |                 |
| iii.  | Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.<br><br>It shall be specifically noted that all documents as per above <b>shall be attached in relevant attachment section</b> and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc. |                 |
| iv.   | All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                         |                 |
| v.    | Integrity Pact Agreement (Duly signed by the authorized signatory)                                                                                                                                                                                                                                                                                                    | Not Applicable. |
| vi.   | Duly filled-in annexures, formats etc as required under this Tender Specification/NIT<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                       |                 |
| vii.  | Notice inviting Tender (NIT)<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                                                                                |                 |
| viii. | Volume – I : General Conditions of Contract (GCC)<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                                                           |                 |
| ix.   | Volume – II : Technical specification along with Special conditions of contract-<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                            |                 |
| x.    | Volume–III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.<br><b>(To be attached in Unpriced Bid Attachment section)</b>                                                                                                                                                                                  |                 |
| xi.   | Any other details preferred by bidder with proper indexing.<br><b>(To be attached in relevant Attachment section)</b>                                                                                                                                                                                                                                                 |                 |

|                 |                                                                                                                                                           |  |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PART-I B</b> | <b>EMD/ COST OF TENDER</b><br><b>(To be submitted offline within due date of offer submission)</b>                                                        |  |
|                 | <b>CONTAINING THE FOLLOWING:-</b>                                                                                                                         |  |
| i.              | 1. Earnest Money Deposit (EMD) in the form as indicated in this Tender<br><br>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be) |  |

|                |                                                                                                                                                                                                                                                                      |  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PART-II</b> | <b>PRICE BID</b><br><b>(TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>                                                                                                                                                                                          |  |
|                | <b>CONTAINING THE FOLLOWING:-</b>                                                                                                                                                                                                                                    |  |
| i              | Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I                                                                                                                                                                                               |  |
| ii             | Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)<br><b>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</b> |  |

**SPECIAL NOTE:**

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

- B) The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.
- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 **PROVISION OF SPLITTING:** BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 bidder (except in the case of two qualified bidders). Splitting shall be on around 60:40 basis after getting L2/L3/L4 ...LN on bidder's acceptance of the counter offered L1 price, but except H1(except in the case of two qualified bidders). Sequence of counter offer shall be as per their respective ranking. Also in case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis. 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. BHEL units may exercise discretion to take services of any of approved Third Party Inspection Agency in any part of India in situations like:
- 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.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through **E-Procurement Site <https://bhel.abcpocure.com>**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if

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applicable, **along** with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**

- 15.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcpocure.com> will be opened.**
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) uploaded in **E-Procurement Site <https://bhel.abcpocure.com>** will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L 1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L 1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

As a reminder to the bidders, system will flash following message (in Red Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along

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with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.  
Stand alone bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com)).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

- 26.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard

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T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.

- 27.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

| Type under MSME | SC/ST owned | Others |
|-----------------|-------------|--------|
| Micro           |             |        |
| Small           |             |        |
| Medium          |             |        |

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 28.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](http://www.bhel.com) and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 29.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 30.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 31.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 32.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 33.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.
- 34.0 **Integrity Pact (IP) –**
- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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| SI No. | IEM                                      | Address                                                                         | Phone & Email                                                  |
|--------|------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1.     | Shri Arun Chandra Verma, IPS (Retd.)     | Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) | <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>     |
| 2.     | Shri Virendra Bahadur Singh, IPS (Retd.) | H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010                      | <a href="mailto:ybsinghips@gmail.com">ybsinghips@gmail.com</a> |

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

|         |                                                          |                                                              |
|---------|----------------------------------------------------------|--------------------------------------------------------------|
| Name    | Gargi Ray                                                | Subrata Sen                                                  |
| Dept    | SCT Dept, BHEL PSER, Kolkata                             | SCT Dept, BHEL PSER, Kolkata                                 |
| Address | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091         | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091             |
| Phone   | 033-2339 8228/29                                         | 033-2339 8226                                                |
| Email   | <a href="mailto:gargi.ray@bhel.in">gargi.ray@bhel.in</a> | <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a> |
| FAX     | 033-2321 1960                                            | 033-2321 1960                                                |

34.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

35.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable

36.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

|                                                                        |                                                |
|------------------------------------------------------------------------|------------------------------------------------|
| पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)                                  |                                                |
| POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 |                                                |
| फैक्स/Fax : (033) 23211960                                             | फोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231 |

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid-Volume-III
- d. Technical specification along with Special conditions of contract (TS & SCC) -- Volume-II
- e. General Conditions of Contract (GCC) —Volume-I

for BHARAT HEAVY ELECTRICALS LTD

Dy Mgr (SCT)

| Agency                 | Contact details |                                                                                                                                                                                                                                      |
|------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BHEL, PSER,<br>Kolkata | Address         | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091                                                                                                                                                                                    |
|                        | Phone no        | 033-2339 8229(D)/ 8000                                                                                                                                                                                                               |
|                        | FAX no          | 033-2321 1960                                                                                                                                                                                                                        |
|                        | E-mail          | <a href="mailto:gargi@bhel.in">gargi@bhel.in</a> ; <a href="mailto:aditya.kr@bhel.in">aditya.kr@bhel.in</a> ; <a href="mailto:sriparna@bhel.in">sriparna@bhel.in</a><br><a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a> |

**Enclosure**

01. Annexure-1: Pre-Qualification Criteria.
02. Annexure-2: Format for No deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-5: NOT APPLICABLE
06. Annexure –A- Amendment to GCC.
07. Annexure -B- Terms & conditions of Reverse Auction.
08. Annexure –C- CA certificate Format.
09. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
10. Annexure– CPP-GST/I.
11. Annexure-E- Statewise GST Registration nos.
12. Other Tender documents as per this NIT.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

**ANNEXURE - 1****PRE-QUALIFICATION CRITERIA**

|           |                                                                                                                                                                                                                                                                            |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JOB       | <i>Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.</i> |
| TENDER NO | PSER:SCT:MIS-Q1981:19                                                                                                                                                                                                                                                      |

| SL. NO.  | CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>FINANCIAL CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.1      | BIDDER SHOULD HAVE EARNED ANNUAL REVENUE OF MINIMUM <b>INR 4 (FOUR) CRORES</b> IN EACH YEAR FROM INSPECTION SERVICES WITHIN INDIA ONLY, DURING LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEARS FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR NOTE II.<br><b>NOTE:</b><br>I. BIDDER SHALL SUBMIT THE CERTIFICATE FROM CHARTERED ACCOUNTANT CERTIFYING THE REVENUE FROM INSPECTION SERVICES WITHIN INDIA ONLY, FOR ABOVE ALL THE SAID FINANCIAL YEARS.<br>II. BIDDER SHALL FURNISH VALID DOCUMENTARY EVIDENCE AS AUDITED BALANCE SHEET (ASSET AND LIABILITY STATEMENT) AND INCOME STATEMENT (P&L STATEMENT) OF LAST THREE FINANCIAL YEARS ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. |
| 1.2      | BIDDER SHOULD HAVE VALID PAN CARD AND GST REGISTRATION CERTIFICATE.<br>BIDDER SHOULD FURNISH VALID DOCUMENTARY EVIDENCE FOR ABOVE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>2</b> | <b>TECHNICAL CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.1      | BIDDER HEAD QUARTERS / CORPORATE OFFICE, LOCATED IN INDIA MUST BE AN ISO 9001-2015 CERTIFIED BY AN AGENCY WHICH IS ACCREDITED BY AN <b>IAF</b> MEMBER BODY (WHICH IS SIGNATORY TO THEIR MULTILATERAL MUTUAL RECOGNITION ARRANGEMENT).<br>BIDDER HAS TO SUBMIT THE VALID ISO 9001-2015 CERTIFICATE OF HEAD QUARTER/ CORPORATE OFFICE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.2      | BIDDER HEAD QUARTERS / CORPORATE OFFICE, LOCATED IN INDIA MUST BE ACCREDITED IN ACCORDANCE WITH ISO/IEC 17020:2012 BY NABCB.<br>ALSO ACCREDITATION SCOPE OF CATEGORY SHOULD BE AT LEAST IAF SCOPE 17, IAF SCOPE 18 AND IAF SCOPE 19 (AT LEAST THESE THREE TOGETHER).<br>BIDDER HAS TO SUBMIT THE VALID CERTIFICATES (ISO/IEC 17020:2012, IAF SCOPE 17, IAF SCOPE 18 AND IAF SCOPE 19) OF HEAD QUARTERS / CORPORATE OFFICE.                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.3      | BIDDER SHALL HAVE A COUNTRYWIDE NETWORK OF MANDATORY 6 (SIX) INSPECTION OFFICES / BRANCHES ONE EACH AT DELHI / NCR, MUMBAI, CHENNAI, KOLKATA, BANGALURU AND HYDERABAD.<br><br><b>NOTE:</b> BIDDER SHALL FURNISH VALID DOCUMENTARY EVIDENCE (VALID TRADE LICENSES', VALID REGISTRY OR VALID REGISTRATION CERTIFICATE OF STATE GOVT OR VALID COMMERCIAL LEASE DEED (REGISTERED) OR VALID AND NOTARIZED RENT AGREEMENT FOR COMMERCIAL USE) ALONG WITH CURRENT ELECTRICITY BILL FOR ALL 6 (SIX) OFFICES IN SUPPORT OF THE ABOVE CRITERIA.                                                                                                                                                                                                                                                                           |
| 2.4      | (A) THE BIDDER, SHOULD HAVE EXPERIENCE OF CARRYING OUT INSPECTION OF EQUIPMENT SUPPLIES ASSOCIATED WITH CONTRACTS OF AT LEAST 4 REPUTED ORGANIZATIONS AMONG PRIVATE / PUBLIC / GOVERNMENT/ MNC OPERATING AND ESTABLISHED IN INDIA. BIDDER SHOULD HAVE <b>EXECUTED/ UNDER EXECUTION</b> THE ABOVE CONTRACTS IN <b>LAST 10 (TEN) YEARS</b> ENDING ON LATEST DUE DATE OF BID SUBMISSION<br>(B) INSPECTION CONTRACTS, AS REFERRED ABOVE, SHOULD BE FOR INSPECTION OF AT LEAST ONE                                                                                                                                                                                                                                                                                                                                   |

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

| SL. NO. | CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <p>OR MORE AMONG FOLLOWING</p> <ul style="list-style-type: none"> <li>-POWER PLANT EQUIPMENT (THERMAL, GAS, HYDRO, NUCLEAR, CCP AND RENEWABLE) OR</li> <li>-POWER TRANSMISSION SYSTEM AND EQUIPMENT OR</li> <li>-TRANSPORTATION EQUIPMENT (LOCOMOTIVES, EMU COACHES, SHIPPING ETC) OR</li> <li>-OIL &amp; GAS EQUIPMENT</li> </ul> <p>(C) OUT OF THE FOUR ORDERS MENTIONED IN PARA 2.4(A), THE BIDDER SHOULD HAVE <b>INITIATED &amp; EXECUTED (COMPLETED) AT LEAST 2 (TWO)</b> ORDERS FROM REPUTED GOVERNMENT ORGANIZATIONS AMONGST MAHARATNA, NAVRATNA, MINIRATNA PSUS, STATE ELECTRICITY BOARDS (SEBS), RAILWAYS, AND DEFENCE ORGANIZATIONS ONLY</p> <p>(D) OUT OF THE FOUR ORDERS MENTIONED IN PARA 2.4(A), <b>AT LEAST 2 (TWO)</b> ORDERS SHOULD HAVE BEEN INITIATED OR <b>EXECUTED/ UNDER EXECUTION</b> IN LAST THREE YEARS FROM THE DUE DATE OF BID SUBMISSION.</p> <p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>I. TO SUBSTANTIATE THE PARA 2.4(A), 2.4(B), 2.4(C) &amp; 2.4(D), OF TECHNICAL CRITERIA, BIDDER SHOULD FURNISH VALID DOCUMENTARY EVIDENCE: <ul style="list-style-type: none"> <li>a. FOR <b>EXECUTED/ COMPLETED CONTRACTS</b><br/>LETTER OF AWARD (LOA) OR WORK ORDER OF EXECUTED CONTRACT ALONG WITH AT LEAST ONE DOCUMENT LIKE COMPLETION CERTIFICATE OR PERFORMANCE CERTIFICATE OR TDS/GST PAID CERTIFICATE OR PAYMENT RECEIPTS OR ANY OTHER RELEVANT DOCUMENT WHICH PROVE THAT BIDDER HAS EXECUTED/ COMPLETED THE WORK ORDER AS PER TERMS AND CONDITION OF AWARDED CONTRACTS.</li> <li>b. FOR <b>RUNNING/ UNDER EXECUTION CONTRACTS</b><br/>LETTER OF AWARD (LOA) OR WORK ORDER ALONG WITH PAYMENT RECEIPTS OR INVOICE RAISED FOR PAYMENT OR TDS/GST PAID CERTIFICATE OR ANY OTHER RELEVANT DOCUMENT WHICH PROVE THAT BIDDER IS EXECUTING THE WORK ORDER AS PER TERMS AND CONDITION OF AWARDED CONTRACTS</li> </ul> </li> <li>II. NAME AND CONTACT DETAILS OF PERSON(S) OF ORGANIZATION(S) WHO HAS AWARDED CONTRACT(S) ON BIDDER TO BE PROVIDED</li> </ul> |

**NOTE**

|     |                                                                                                                                                                                                                    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I   | CONSORTIUM/ JV BIDDING IS NOT ALLOWED.                                                                                                                                                                             |
| II  | AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.                                                           |
| III | THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED                                                                    |
| IV  | BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER. |

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

|     |                                                                                                                                                                                                                                                                            |                                                                          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Sub | No Deviation Certificate.                                                                                                                                                                                                                                                  |                                                                          |
| Job | <i>Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.</i> |                                                                          |
| Ref | 1.0                                                                                                                                                                                                                                                                        | Tender no PSER:SCT:MIS-Q1981:19                                          |
|     | 2.0                                                                                                                                                                                                                                                                        | BHEL's NIT, vide reference no PSER:SCT:MIS-Q1981: 7557 Date: 10-09-2019. |
|     | 3.0                                                                                                                                                                                                                                                                        | All other pertinent issues till date.                                    |

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

|                  |                                                                                                                                                                                                                                                                            |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>JOB</b>       | <i>Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.</i> |
| <b>TENDER NO</b> | PSER:SCT:MIS-Q1981:19                                                                                                                                                                                                                                                      |

| <b>SI no</b> | <b>Reference clause of tender document</b> | <b>Existing provision</b> | <b>Bidder's query</b> | <b>BHEL's clarification</b> |
|--------------|--------------------------------------------|---------------------------|-----------------------|-----------------------------|
|              |                                            |                           |                       |                             |
|              |                                            |                           |                       |                             |
|              |                                            |                           |                       |                             |

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पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

**ANNEXURE - 4****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

|     |                                                                                                                                                                                    |                                                                                                                                                              |                    |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1   | Name and Address of the Tenderer                                                                                                                                                   |                                                                                                                                                              |                    |
| 2   | Details about type of the Firm/Company                                                                                                                                             |                                                                                                                                                              |                    |
| 3.a | Details of Contact person for this Tender                                                                                                                                          | Name : Mr/Ms<br>Designation:<br>Telephone No:<br>Mobile No:<br>Email ID:<br>Fax No:                                                                          |                    |
| 3.b | Details of alternate Contact person for this Tender                                                                                                                                | Name : Mr/Ms<br>Designation:<br>Telephone No:<br>Mobile No:<br>Email ID:<br>Fax No:                                                                          |                    |
| 4   | EMD DETAILS                                                                                                                                                                        | DD No:                      Date :<br>Bank :                      Amount:<br>Please tick ( ✓ ) whichever applicable:-<br>ONE TIME EMD / ONLY FOR THIS TENDER |                    |
| 5   | Validity of Offer                                                                                                                                                                  | TO BE VALID FOR SIX MONTHS FROM DUE DATE                                                                                                                     |                    |
|     |                                                                                                                                                                                    | APPLICABILITY(BY BHEL)                                                                                                                                       | ENCLOSED BY BIDDER |
| 6   | Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable                                                                                                                                                   | YES / NO           |
| 7   | Audited profit and Loss Account for the last three years                                                                                                                           | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 8   | Copy of PAN Card                                                                                                                                                                   | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 9   | Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed                                                                       | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 10  | Integrity Pact                                                                                                                                                                     | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 11  | Declaration by Authorised Signatory                                                                                                                                                | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 12  | No Deviation Certificate                                                                                                                                                           | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 13  | Declaration confirming knowledge about Site Conditions                                                                                                                             | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 14  | Declaration for relation in BHEL                                                                                                                                                   | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 15  | Non Disclosure Certificate                                                                                                                                                         | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 16  | Bank Account Details for E-Payment                                                                                                                                                 | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 17  | Capacity Evaluation of Bidder for current Tender                                                                                                                                   | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 18  | Tie Ups/Consortium Agreement are submitted as per format                                                                                                                           | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 19  | Power of Attorney for Submission of Tender/Signing Contract Agreement                                                                                                              | Applicable/Not Applicable                                                                                                                                    | YES/NO             |
| 20  | Analysis of Unit rates                                                                                                                                                             | Applicable/Not Applicable                                                                                                                                    | YES/NO             |

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**AUTHORISED SIGNATORY**  
 (With Name, Designation and Company seal)

**Annexure –A****Amendment to GCC****1. Introduction of following Clauses in GCC pertaining to SD (in addition to 4.8 of GCC) as below:**

A) Additional security deposit (SD) has to be submitted by the successful bidder with value as follows :

“If the final price of successful bidder is lesser by ‘more than 20%’ of BHEL’s estimates then only, ‘Additional Security Deposit’ will be required to be submitted by the successful bidder with value as follows:

**Additional Security Deposit** = 30 % of (A-B) will be calculated as below:

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

**OR**

Sealed paper price bid of successful bidder (in case of paper bid)

This ‘Additional Security Deposit’ shall have the same validity as that of the ‘Security Deposit’ and shall be revalidated/released in the manner as spelt out for the ‘Security Deposit’ as per relevant clause of GCC.

The BHEL’s estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case ‘Additional Security Deposit’ is applicable.”

B) At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited 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.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authorities.

C) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) 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)
- e) 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)

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

D) Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the ‘Final Bill’ after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.

**2. Additional Clause incorporation in GCC to be read as stated below:**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.

The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

**3. Additional clause pertaining to EMD of GCC shall be read as below:**

The EMD may be accepted only in the following forms:

- (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (d) Fixed Deposit Receipt (FDR) 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)

In addition to above, the EMD amount in excess of Rs. 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. EMD of successful tenderer will be retained as part of Security Deposit.

**4. Clause no 4.15 of GCC to be read as follows:**

**ARBITRATION & CONCILIATION**

**2.14.1 ARBITRATION:**

- 2.14.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.14.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 2321 1691/ 2339 8231

Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.14.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

- 2.14.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 2.14.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

- 2.14.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

#### 2.14.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall

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be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

### 2.14.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

## 9. Clause no 4.17 of GCC to be read as follows:

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (I)   | New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.1.1 | <p>To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice <u>of a period of 14 days' by BHEL</u> in any of the following cases:</p> <ul style="list-style-type: none"> <li>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</li> <li>v). Assignment, transfer, subletting of Contract without BHEL's written permission.</li> <li>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ul> <p><b><u>Risk &amp; Cost Amount against Balance Work:</u></b></p> <p>Risk &amp; Cost amount against balance work shall be calculated as follows:<br/> <math display="block">\text{Risk \&amp; Cost Amount} = [(A-B) + (A \times H/100)]</math> Where,<br/> A= Value of Balance scope of Work (*) as per rates of new contract<br/> B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.<br/> H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work (in case of termination of contract):<br/> Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk &amp; cost amount.<br/> Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.<br/> Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.<br/> Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.<br/> However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> |

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|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | <p>NOTE: In case portion of work is being withdrawn at risk &amp; cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk &amp; Cost amount.</p> <p><b><u>LD against delay in executed work in case of Termination of Contract:</u></b></p> <p>LD against delay in executed work shall be calculated in line with LD clause no. 2.7.11.3 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.</p> <p>Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.</p> <ol style="list-style-type: none"> <li>Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor= T1</li> <li>Let the value of executed work till the time of termination of contract= X</li> <li>Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</li> <li>Delay in executed work attributable to contractor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> <li>LD shall be calculated in line with LD clause (clause 2.7.11.3) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</li> </ol> |
| 1.1.2 | In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2   | <p><b><u>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</u></b></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <ol style="list-style-type: none"> <li>Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</li> <li>Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</li> <li>If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: <ol style="list-style-type: none"> <li>Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</li> <li>If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</li> <li>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                               |
| (II)  | Additional clause has been introduced under Clause No. 1.7 in the GCC as below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | <p>SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.</p> <p>If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.</p> <p>Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery).</p> <p>In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Annexure -B****Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

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**Annexure -C****Certificate by Chartered Accountant on letter head**

This is to to Certify that M/S ..... ,  
 (hereinafter referred to as 'company') having its registered office at .....  
 ..... is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part-II) ..... dtd:.....,  
 Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

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**Annexure –D****Specific Clause w.r.t. BOCW Act & Cess Act**

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer

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to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

**ANNEXURE-E****Statewise GST Registration nos.**

| <b>Sl. No.</b> | <b>State / UT</b> | <b>GST Reg. No.</b> |
|----------------|-------------------|---------------------|
| 1              | Andhra Pradesh    | 37AAACB4146P7Z8     |
| 2              | Assam             | 18AAACB4146P1ZE     |
| 3              | Bihar             | 10AAACB4146P1ZU     |
| 4              | Chandigarh        | 04AAACB4146P1ZN     |
| 5              | Chattishgarh      | 22AAACB4146P1ZP     |
| 6              | Daman & Diu       | 25AAACB4146P1ZJ     |
| 7              | Delhi             | 07AAACB4146P1ZH     |
| 8              | Gujarat           | 24AAACB4146P1ZL     |
| 9              | Haryana           | 06AAACB4146P1ZJ     |
| 10             | HP                | 02AAACB4146P1ZR     |
| 11             | Jharkhand         | 20AAACB4146P5ZP     |
| 12             | Karnataka         | 29AAACB4146P1ZB     |
| 13             | Kerala            | 32AAACB4146P1ZO     |
| 14             | Maharashtra       | 27AAACB4146P1ZF     |
| 15             | MP                | 23AAACB4146P1ZN     |
| 16             | Punjab            | 03AAACB4146P2ZO     |
| 17             | Rajasthan         | 08AAACB4146P1ZF     |
| 18             | Tamil Nadu        | 33AAACB4146P2ZL     |
| 19             | Telangana         | 36AAACB4146P1ZG     |
| 20             | Tripura           | 16AAACB4146P1ZI     |
| 21             | UP                | 09AAACB4146P2ZC     |
| 22             | Uttarakhand       | 05AAACB4146P1ZL     |
| 23             | West Bangal       | 19AAACB4146P1ZC     |
| 24             | Mizoram           | 15AAACB4146P1ZK     |
| 25             | Orissa            | 21AAACB4146P1ZR     |
| 26             | Arunachal Pradesh | 12AAACB4146P1ZQ     |

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**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

|                                                                                                                                                             |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name of the Company                                                                                                                                         |  |
| Address of Company*                                                                                                                                         |  |
| Company Registration Number*                                                                                                                                |  |
| Name of Partners / Directors                                                                                                                                |  |
|                                                                                                                                                             |  |
|                                                                                                                                                             |  |
| ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*                                                                                                        |  |
| ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*                                                                              |  |
| GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*                                                                                                               |  |
|                                                                                                                                                             |  |
|                                                                                                                                                             |  |
|                                                                                                                                                             |  |
|                                                                                                                                                             |  |
| Bidder Type: Indian/ Foreign*                                                                                                                               |  |
| City*                                                                                                                                                       |  |
| State*                                                                                                                                                      |  |
| Country*                                                                                                                                                    |  |
| Postal Code*                                                                                                                                                |  |
| PAN/TAN Number*                                                                                                                                             |  |
| Company's Establishment Year                                                                                                                                |  |
| Company's Nature of Business*                                                                                                                               |  |
| Company's Legal Status* {limited /undertaking/joint venture/partnership/other}                                                                              |  |
| Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other} |  |
| Enter Company's Contact Person Details                                                                                                                      |  |
| Title(Mr. / Mrs. / Ms. / Dr. / Shri)*                                                                                                                       |  |
| Contact Name*                                                                                                                                               |  |
| Date Of Birth*                                                                                                                                              |  |
| Correspondence Email*                                                                                                                                       |  |
| (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)                       |  |
| Designation                                                                                                                                                 |  |
| Phone*                                                                                                                                                      |  |
| Fax*                                                                                                                                                        |  |
| Mobile*                                                                                                                                                     |  |

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BHEL-IP

AA:SSP:IP:R02 dtd 10.07.2018

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal 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:

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**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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**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

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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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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 in line with Non- disclosure agreement.
- 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.

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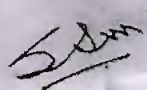
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption 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.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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 & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For & On behalf of the Bidder/  
Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**TENDER NO: PSER:SCT:MIS-Q1981:19**

**VOLUME – II**

**TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**RATE CONTRACT FOR INSPECTION OF PURCHASED AND BOUGHT-OUT ITEMS ORDERED BY  
BHEL FROM ALL OVER INDIA (FOR INDIGENOUS AND EXPORT CONTRACTS) AT BHEL APPROVED  
SUPPLIERS / SUB-SUPPLIERS WORKS AND IDENTIFIED TESTING LABORATORIES SITUATED /  
LOCATED WITHIN INDIA**

**BHARAT HEAVY ELECTRICALS LIMITED**

**( A GOVT. OF INDIA UNDERTAKING )**

**POWER SECTOR – EASTERN REGION**

**PLOT NO. – 9 / 1, DJ – BLOCK,**

**SECTOR – II, KARUNAMOYEE,**

**SALT LAKE CITY,**

**KOLKATA – 700091.**

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

| CLAUSE NO  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>1.0</b> | <b>GENERAL INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.1        | <p>Bharat Heavy Electrical Limited (BHEL), a Public Sector Undertaking, is one of the largest Engineering &amp; Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p>BHEL procures wide range of raw materials, consumables, bought-out/ directly despatch able items, systems and packages for Power Plants through Manufacturing Units, Engineering Centers and Power Sector Regions located throughout India. As the quality of these inputs has a far- reaching impact on ultimate products and services, BHEL takes all endeavours to ensure conformance to quality requirements through well- structured quality documentation, surveillance, control and defect prevention activities by Unit/ Corporate Quality groups.</p> <p>BHEL proposes to empanel Third Party Inspection Agency (TPIA) to partly share our endeavours for ensuring quality of inputs purchased by various BHEL units &amp; division as given below (indicative):</p> <ol style="list-style-type: none"> <li>1. Heavy Electrical Equipment Plant, (HEEP), Central Foundry Forge Plant (CFFP) Hardwar</li> <li>2. Heavy Electrical Plant, HEP Bhopal</li> <li>3. Transformer Plant, TP Jhansi</li> <li>4. Heavy Equipment Repair Plant, HERP Varanasi</li> <li>5. Components Fabrication Plant, CFP Rudrapur</li> <li>6. Heavy Power Equipment Plant, HPEP Hyderabad</li> <li>7. PE &amp; SD, RC Puram, Hyderabad</li> <li>8. High Pressure Boiler Plant, HPBP, Seamless Steel Tube plant, SSTP Tiruchirapalli</li> <li>9. Piping Centre, PC Chennai</li> <li>10. Boiler Auxiliaries Plant, BAP Ranipet</li> <li>11. Industrial Valves Plant, IVP Goindval (Punjab)</li> <li>12. Electronic Division (EDN) Bangalore</li> <li>13. Power Plant Piping Unit, PPPU Thirumayam</li> <li>14. Electric and Photovoltaic Division EPD, Industrial Systems Group, ISG Bangalore</li> <li>15. Fabrication Stamping &amp; Insulator plant, FSIP Jagdishpur</li> <li>16. Project Engineering Management, PEM Noida</li> <li>17. Transmission Business Group TBG</li> <li>18. Power Sector: Northern, Eastern, Western and Southern Regions (PSNR, PSER, PSWR, PSSR)</li> <li>19. Electrical Machine Repair Plant, EMRP, Mumbai</li> <li>20. Heavy Plates and Vessel Plant, HPVP Vizag</li> </ol> <p>Other Units of BHEL and Subsidiaries may also avail the services of TPIA at the same terms and conditions. However, Subsidiaries of BHEL shall sign individual contract with respective TPIA Any requirement of manpower on this account shall be managed by the TPIAs.</p> |

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| <b>2.0</b> | <b>DEFINITION(S)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.1        | <b>TPIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|            | The bidding organization may be termed as Bidder or TPIA (Third Party Inspection Agency) which is itself engaged in Inspection Service. After award of contract/empanelment TPIA's Inspection Engineers will carry out Inspection of Bought Out Items (BOIs) ordered by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.2        | <b>BHEL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|            | BHEL hereby is referred as BHEL Corporate Quality and Business Excellence (CQ&BE) or BHEL Manufacturing Unit or BHEL Purchasing Unit/Agency or TPIA User Unit or BHEL Engineering Centre or BHEL Regions or BHEL Divisions or BHEL Subsidiaries, alone or in any combination or altogether.                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.3        | <b>INSPECTION ENGINEERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|            | Inspection Engineers are referred to Employees of empaneled TPIA who fulfill all three following criteria:<br>a) those who fulfill minimum qualification requirement as per this Tender Specification, and<br>b) those who are approved by BHEL or by BHEL & BHEL Customer combined, if required by Customer, and<br>c) those who are actively involved in carrying out Inspection of one or more among the following Engineering Equipment only:<br>- Power Plant Equipment (Thermal, Gas, Hydro, Nuclear, CCP and Renewable)<br>- Power Transmission System and equipment<br>- Transportation equipment (Locomotives, EMU Coaches, Shipping etc.)<br>- Oil & Gas Equipment |
| <b>3.0</b> | <b>NAME OF WORK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|            | <b>Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.</b>                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>4.0</b> | <b>SCOPE FOR SERVICES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.1        | The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical, WPS Qualification (by Level –III qualified) and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defense and Industry Sector, Transportation etc.                                                                                                                                                                                                                                                                                                    |
| 4.2        | The Inspection shall be carried out at stage of manufacturing (Stage Inspection) or/and Final Inspection (before dispatch), as called in BHEL approved Quality Plan (QAP) (duly approved by BHEL Customer, wherever relevant), BHEL Purchase Order (PO) or any other pertinent document at the works of main supplier or sub- supplier or Testing Laboratory                                                                                                                                                                                                                                                                                                                 |
| 4.3        | In case where the main supplier has offloaded the job (Full or Partial) to non-approved sub-supplier (not approved by Purchasing BHEL for particular PO/Package), the TPIA shall not attend the inspection call and same to be intimated to BHEL immediately with complete details.<br><br>Report of same to be prepared with Disposition code as – “Off-loaded at Unapproved Location”                                                                                                                                                                                                                                                                                      |
| 4.4        | Exact scope of work shall be defined by BHEL. However, no inspection shall be taken up at Dealers ' / Trader (non-manufacturer) work where no physical testing/ sampling/ witness of testing is involved                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.5        | All inspections which have been attended by the earlier TPIAs for stage or final inspection (pending clarifications/ disputes) shall be taken up by the Bidder based on the inspection records issued / signed by the earlier empaneled TPIA. In case the bidder has previously worked with BHEL (in previous TPIA contract,                                                                                                                                                                                                                                                                                                                                                 |

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|       | if any), the inspection charges, for inspection carried out on or after implementation of this new contract, will be paid as per rate of latest LOA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.6   | COC/ MDCC is not in purview of this tender. BHEL will deal with Supplier/NTPC Cat-2 items separately                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.7   | <p><b><u>Time for attending inspection call:</u></b></p> <p>The inspection call shall be attended within four (4) days from Proposed date of inspection (4 days include propose date of inspection also) irrespective of working and non-working days/holidays of TPIA/Supplier.</p> <p>e.g. If the proposed date of inspection is 6th July 2019, then inspection call has to be attended on or before 9th July 2019 i.e. in P+3 days (known as Prescribed time henceforth), where P is Proposed date of inspection (to be filled by Supplier/BHEL).</p> <p>However, if 9th July is Non-working/Holiday for TPIA or Supplier, TPIA shall take care of this and plan the inspection call before 9th of July, as no relaxation is permitted on this account.</p> <p><b>NOTE: Supplier is not authorized to put Propose date of Inspection as same date when the call is being raised. (If Supplier is raising call on 5th July, the supplier can't enter proposed date of Inspection as 5th July)</b></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 through CQIR only.</p> <p>Allocation of Inspection Engineers shall be done by TPIA Centre(s) Planner and to be updated in web based system at least a day before date of Inspection.</p> |
| 4.8   | <b><u>Joint Inspection with BHEL's Customer/ Customer nominated agency (also termed vice-versa):</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.8.1 | <p>The cases where Joint Inspection with Customer has been proposed by BHEL/Customer/Customer designated agency, the inspection has to be carried out by TPIA on date specified in CQIR portal filled by BHEL or date proposed by BHEL's Customer. Based on the date specified in portal, TPIA may coordinate with customer for Inspection. No Inspection shall be carried out without availability of Joint Inspection dates in CQIR portal.</p> <p>NOTE:</p> <ol style="list-style-type: none"> <li>1. However, during coordination between TPIA and Customer, If Customer proposes new date for Joint Inspection with TPIA, (other than date specified in Portal by BHEL), TPIA shall intimate the same to BHEL in writing and shall attend the joint inspection with customer on the new date proposed by customer.</li> <li>2. In case of Joint Inspection with Customer, Clause 4.7 is NOT applicable and Under any circumstances, new date (latest date) of Joint Inspection proposed by Customer shall prevail</li> <li>3. Refusal to such calls shall be governed by Clause No 23.4.4</li> </ol>                                                                                                                                                                                                                                                |
| 4.8.2 | In case, customer inspection is required (or requested by customer) after TPIA inspection, the TPIA shall carry inspection before offering to the customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4.9   | <p><b><u>Inspection Methodology:</u></b></p> <p>Inspection shall be carried out as per scope/provision of Purchase Order and pertinent inspection documents like approved Quality Plan, FAT (Factory Acceptance Test), approved drawing, data -sheets and purchase specification etc.</p> <p>TPIA shall ensure use of valid and calibrated measuring instruments and equipment. TPIA may also examine adequacy of periodicity of Calibration &amp; traceability to National/International Standards</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|        | <p><b>NOTE: Inspection shall NOT be carried out without approved Quality Plan. Inspection Engineers has to check before planning for inspection, whether correct and approved QAP has been uploaded by supplier in BHEL web based system/CQIR.</b></p> <p>Also Inspection shall NOT be carried out without availability of Calibrated and Correct MTEs</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.10   | <p><b><u>Web based CQIR Inspection system:</u></b></p> <p>The complete Process of Inspection right from raising of inspection request by Supplier to planning, allocation of Inspection Engineers, Report Preparation, Document uploading, feedback and tracker preparation for billing etc. shall be carried out and managed on BHEL online CQIR system (<a href="http://www.cqir.bhel.in">www.cqir.bhel.in</a> or any other online portal notified time-to-time by BHEL Corporate Quality) only.</p> <p>NOTE: The TPIA shall furnish any other report (in desired format) or availability of Inspection Engineers with required qualification or release note as agreed mutually with the BHEL/BHEL customer without any additional charges.</p>                                                                                                                                 |
| 4.11   | <p><b><u>Inspection Planning:</u></b></p> <p>All the inspection calls(s) shall be planned in CQIR portal at least a day before attending the inspection call. The calls shall be planned (allocation of Inspection Engineers) before 1:00 PM on preceding day of inspection and same shall be intimated to BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4.12   | <p><b><u>Inspection Documents:</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.12.1 | <p>The copy of Purchase Order and pertinent inspection documents like BHEL Quality Plan/Supplier Quality Plan approved by BHEL / BHEL's Customer, Approved Drawing, Data–Sheet, Purchase Specification, check–list etc. shall be provided by Supplier at the place of inspection or by BHEL in case of exigencies. However, TPIA has to ensure authenticity of the documents and that inspection is being carried out as per Latest document(s) only.</p> <p>List of instrument used in Inspection/Testing with Calibration details shall be part of Inspection documents.</p> <p>NOTE For Record Keeping: The TPIA shall retain the inspection record for a period till 6 months after expiry of contract</p>                                                                                                                                                                     |
| 4.12.2 | <p>In case of non-conformance or ambiguity or mismatch between PO, Purchase specifications, Approved Drawing, Data Sheet, approved Quality Plan etc., TPIA shall report Non-Conformance through Inspection Report / Web-based system on the date of inspection itself, intimate the BHEL and close the CQIR (Inspection report) with Remarks and relevant Deposition Code and accepted quantity as ZERO.</p> <p>In case of any doubt they may contact concerned person of BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                |
| 4.12.3 | <p>No CQIR shall be closed by TPIA without taking up inspection of offered item at Supplier works. Cases, where Supplier is non-responsive (Supplier who is not responding / coordinating with TPIA after raising inspection request), same to be informed to BHEL at the earliest and CQIR of such inspection request shall be closed after two communications (in writing) with Supplier. Evidence of such communication to be uploaded in online cqir portal.</p> <p>NOTE: If however, it has been observed that CQIR has been closed without any communication with Vendor or without intimating the same to BHEL (in writing), such closure of CQIR (without giving justification prior to closing the CQIR) shall be deemed as refusal of Inspection call. Action shall be taken as per clause 23.4.4 No Request for relaxation in penalty shall be entertained by BHEL.</p> |
| 4.13   | <p><b><u>Documents to be uploaded in CQIR Portal:</u></b></p> <p>During Inspection at Supplier's work, Inspection Engineers has to review the Original Test Certificates issued by Third Party Laboratories or Supplier(s), and also ensure to upload following documents within three days after completion of Inspection- signed Inspection report; list of calibrated instruments used for inspection or testing with calibration validity details, dimension report(s), all other documents/report(s) reviewed (as per</p>                                                                                                                                                                                                                                                                                                                                                     |

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|            | QAP) and certified copy(s) of Test Certificates, with a remark: ‘Compared with Original Test Certificate. Reviewed, Verified and found in order’.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.14       | The supplier shall provide all necessary facilities for carrying out inspections, measurements & testing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.15       | The TPIA should satisfy themselves for adequate safety at the Supplier’s/ Sub-suppliers/ works or Testing laboratory. BHEL shall not be responsible for any loss/ damage on this account. In case of unsafe working conditions at the Suppliers/ Sub-suppliers/ works or Testing Lab, the TPIA should immediately stop inspection and intimate to BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.16       | <p>The TPIA shall review/ verify/ witness/ carry out (as applicable):</p> <ul style="list-style-type: none"> <li>i) Material Test Certificate &amp; traceability records to ensure use of correct material.</li> <li>ii) Supplier’s internal QC records.</li> <li>iii) Compliance with process parameters as per approved Quality Plan.</li> <li>iv) Qualification of equipment, process &amp; personnel for special Processes like welding, brazing, painting &amp; metal coating etc.</li> <li>v) Type- test or any special test called for in the PO/QP/Drawing.</li> <li>vi) The TPIA shall endorse all certificates with comments (Witnessed or Verified) as per pertinent document. In the dimension report the dimensions Witnessed shall be encircled and marked ‘W’, Checked and Inspected as “C”, Verified as “V”</li> </ul>                                                                                              |
| 4.17       | <p>All accepted quantity/ items shall be identified with unique seal/stamp. The reference of selected samples shall be given in Inspection report, wherever the samples carry a unique serial number/reference number. However, the samples without unique identification shall be double stamped/seal by Inspection Engineers. Reference of seal shall be given in the Inspection Report (IR). Location of seal shall be mentioned in the Inspection report.</p> <p>NOTE: Where it is not possible to stamp/identify accepted lot/samples tested. Methodology followed for identification of lot and sample test to be mentioned in the Inspection Report.</p>                                                                                                                                                                                                                                                                     |
| 4.18       | <p>All the inspection related documents shall be uploaded in CQIR portal only for downloading by the BHEL at their end for billing and other purpose. (Hard Copies of same need not to be sent to BHEL or with bills).</p> <p>NOTE: Inspection bills shall be processed only after uploading of scanned Inspection records including signed CQIR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>5.0</b> | <b>SPECIAL CONDITIONS OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.1        | The bidder shall have well-established Quality Management Division for providing Inspection services and shall have dedicated team (for carrying out Inspection only) of well qualified Inspection Engineers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5.2        | The bidder shall have sound organization capable of meeting Tender requirements in time with high degree of accuracy of inspection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5.3        | <p><b>CERTIFICATIONS</b></p> <p>If empaneled by BHEL, Bidder shall maintain and arrange for revalidation/ recertification of the following certificate for well before expiry of present certificate and submit the copy of certificates to BHEL within 7 (seven) days of recertification / revalidation.</p> <ul style="list-style-type: none"> <li>a. ISO 9001:2015 or latest version of the international standard, from an agency which is accredited by an IAF member body (which is signatory to their multilateral mutual recognition arrangement).</li> <li>b. ISO/IEC 17020:2012 or latest version of the international standard, from NABCB. Accreditation scope of category for ISO/IEC: 17020 shall be at least IAF Scope 17, IAF Scope 18 and IAF Scope 19 (at least these three together). <b>IAF stands for International Accreditation Forum.</b></li> </ul> <p><b>Submit - Undertaking as per Annexure III</b></p> |

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| 5.4 | <p><b>MANDATORY OFFICE/ CENTRE/ BRANCH LOCATIONS</b></p> <p>If empaneled by BHEL, Bidder shall maintain a countrywide network of mandatory 6 (six) inspection offices/ branches at following major location in India, from the date of Tender Submission till entire contract period including extension, if any.</p> <p>1 (one) Each at <i>Delhi/NCR, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad</i></p> <p>Upon request by BHEL, anytime during the contract, Bidder shall submit necessary documentary evidence (e.g. Valid Registry or Valid Registration Certificate of State Govt. or Valid Commercial lease deed (Registered) or Valid and Notarized Rent Agreement for Commercial Use, etc.)</p> <p><b>Submit – Undertaking as per Annexure III</b></p>                                                                                                                                                                                                                                                                                            |
| 5.5 | <p><b>ADDITIONAL OFFICE/ CENTRE / BRANCH LOCATIONS</b></p> <p>In addition to the above (mandatory 6) offices as per clause 5.4, bidder should provide undertaking during submission of bid documents that, if empaneled by BHEL then Bidder will establish two more offices/resident offices</p> <ol style="list-style-type: none"> <li>one at Trichy or Coimbatore, and</li> <li>one at Surat or Vadodara or Ahmedabad or Rajkot.</li> </ol> <p>NOTE: Bidder has to submit proof of Office (as per Clause 5.4) of such locations {5.5 a) and b)} within 45 days from the date of issue of LOA for the additional office also.</p> <p><b>Submit - Undertaking as per Annexure III</b></p>                                                                                                                                                                                                                                                                                                                                                                         |
| 5.6 | <p><b>TEMPORARY OFFICE/ CENTRE/ BRANCH LOCATIONS IN CASE OF EXIGENCIES</b></p> <p>Also bidder can have offices at more than above 8 locations (6 necessary as per clause 5.4 and additional two at Coimbatore/Trichy and Surat/Vadodara/Ahmedabad/Rajkot as per clause 5.5) in India and same must be intimated to BHEL in the relevant format.</p> <p>BHEL can ask Bidder to open Office/Resident Office at Specific Location for specific period or throughout the contract (within 45 days of intimation by BHEL), anytime during operation of Contract based on following or otherwise:</p> <ol style="list-style-type: none"> <li>Feedback provided by BHEL</li> <li>If TPIA is unable to attend the inspection in time (Ref Clause 4.8) even after deputing the Inspection Engineers from any other location</li> <li>Increase in number of Purchase orders where TPIA Inspection is envisaged/ increased in number of Inspection call(s) in particular area/region/location of suppliers</li> </ol> <p><b>Submit – Undertaking as per Annexure III</b></p> |
| 5.7 | <p>If Bidder plans to relocate any office/branch within same city (address of office to be changed within same city), same shall be initiated to BHEL immediately.</p> <p>Prior permission from BHEL shall be necessarily taken, If Bidder plans to relocate/shift their office/branch within different city or decide to close any particular office of Bidder. Depending upon the load/business volume/PO value/number of inspection call attended by branch/office, BHEL may or may not permit to close the office or suggest otherwise.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.8 | <p>The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Bidder shall have direct access / possession of the latest pertinent International/ National standards &amp; specifications like ASME, ASTM, BIS, DIN,IEC etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 5.9  | All International/National Standards and Specifications (mentioned in the Tender) will be considered as per the “latest versions/revisions” available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.10 | The bidder should submit reference list of clients in relevant Format (Particulars of Inspection Agencies) of Annex-I for whom inspection services activities were carried out.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.11 | The bidder shall be equipped with all modern modes of communication with high end configuration, printer, scanner, internet etc. in all offices. Mobile phone, e-mail, Laptop with internet facility should be available with all Inspection Engineers. Video Conferencing Facility is preferred at coordinating office of Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.12 | <p>Only BHEL approved Inspection Engineers shall be deployed by Bidder. The frequency of approval of Inspection Engineers will be decided by BHEL as per Clause 7.4, depending upon the requirement. All Inspection Engineers shall carry photo identity card issued by respective TPIA. Bidder has to ensure that the identity of Inspection Engineers (list for technical scrutiny) submitted during BID and after award of contract (first list- for approval) should not differ by more than 20%.</p> <p>If the list of Inspection Engineers submitted during bid(list for technical scrutiny) is different (by more than 20%) from list of Inspection Engineers submitted after award of contract (first list-for approval), it shall be treated as unethical practice by bidder and action shall be taken as per clause 5.16</p>               |
| 5.13 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.14 | The TPIA shall not off-load either full or part of the work, assigned by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5.15 | All the information (to be provided in Formats/Checklist/Annexures) will be Self-certified by the Bidder or his Authorized Representative (or Chartered Accountant (CA) wherever applicable). The Bidder need to ensure that the information provided by him is correct and accurate. The Bidder understands that the consequences of making an untrue statement in its Bid, or of not complying with the requirements of this Tender or failing to produce satisfactory evidence to BHEL regarding the information may include the forfeiture of any bid security, EMD, disqualification of the Bidder from participating in future tenders and/or the termination of the Contract.                                                                                                                                                                 |
| 5.16 | TPIA to ensure compliance to Tender Specification / LOA / Contract Condition throughout the contract period and has to intimate BHEL immediately, of any change in Manpower/ Inspection Engineer(s)/ Office location(s) or any other information relevant to the Contract, which may/may not lead to violation of Tender Specification/ Contract Requirements. Non-compliance to this may be dealt by issuing warning letter as per clause 22.0                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.17 | <p>BHEL reserves the right to <b>DISCARD THE BID OF BIDDER</b>, at any stage under following one or more condition(s) or otherwise:</p> <p>a) The bidder has been following/followed unethical practices or indulges in forgery/ false documentation.</p> <p>b) The bidder is not complying with any of Tender Clause during bidding/bid scrutiny or before awarding contract. BHEL may audit or physically verify the offices and Inspection Engineers details (as per clause 7.3) during scrutiny of Bids.</p> <p>c) Not having appropriate Quality/HR systems to demonstrate the compliance to executed/currently executing contracts with their client(s)/company(s)</p> <p>d) The bidder has previously worked with BHEL and services provided by bidders were not satisfactory as per feedback from BHEL under any of the following terms:</p> |

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|            | <ul style="list-style-type: none"> <li>i. Not complied with any of contract condition(s) of TPIA Empanelment for inspection Services (for BOIs or Subcontracted Items or both).</li> <li>ii. Failed to produce information or evidence, desired by BHEL, in time.</li> <li>iii. Produced documents of doubtful authenticity.</li> <li>iv. Not taken any Corrective actions against the gaps observed during audit or outcome of review meetings of BHEL</li> <li>v. Deficiency in Inspection (defined in clause 23.2) or Delays in attending timely inspections</li> </ul> <p><b>Submit – Undertaking as per Annexure III</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.17       | The bidder shall submit the required information as per the formats given in <b>Annexure-I</b> and give undertaking as per the format in <b>Annexure III</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>6.0</b> | <b>RATE/PRICE SCHEDULE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.1        | Rate schedule is enclosed as VOL-III.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>7.0</b> | <b>DEPLOYMENT OF INSPECTION ENGINEERS AND THEIR QUALIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7.1        | <p><b>PERMANENT EMPLOYEES QUALIFICATION AND EXPERIENCE</b></p> <p>1. For BHEL jobs the Bidder should have a permanent employee / team of at least 80 (eighty) qualified (having only Full Time / Regular Engineering Degree or Diploma, from Recognized and Reputed Institute) and experienced Inspection Engineers who are actively involved in inspection of Jobs as per following criterion -</p> <ul style="list-style-type: none"> <li>a) At least 80% of Inspection Engineers (in List of Inspection Engineers) should be Degree holders (Graduate) and remaining may have Diploma in Engineering.</li> <li>b) Age of Inspection Engineers shall not be more than 57 years, at the time of submission of bids.</li> <li>c) Inspection Engineers shall have minimum 55% of marks in Degree and 7 years' experience (after completing Degree) in inspection activities</li> </ul> <p><b>OR</b></p> <p>Diploma (3 Years Full Time) in Engineering with minimum 55% of marks and 10 years' experience (after completing Diploma) in inspection activities.</p> <p>Internship/Training Period shall not be included in experience. Also Experience other than Inspection or Design/Engineering shall not be considered.</p> <ul style="list-style-type: none"> <li>d) Minimum 60% of Inspection Engineers should be of Mechanical Discipline (Mechanical Engineering / Metallurgy/ Industrial/ Production/ Marine Engineering) and minimum 30% of Electrical Discipline (Electrical/ Control &amp; Instrumentation/Power/Electronics).</li> <li>e) 40% of Inspection Engineers shall have Valid Level II NDE Qualification in all three of Ultrasonic, Penetrating Test and Magnetic Particle.</li> <li>f) 30% of Inspection Engineers shall have Valid Level II in Radiography as per latest SNT-TC-1A.</li> <li>g) 30% of Inspection Engineers shall have Valid Level II in Visual Testing as per latest SNT-TC-1A</li> <li>h) 10% of Inspection Engineers shall be certified welding Inspection Engineers (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.</li> <li>i) Minimum 5 number of BHEL approved Inspection Engineers in each of mandatory 6 offices (Ref clause 5.4), with proper mix of persons from Mechanical &amp; Electrical Discipline in necessary 6 offices (Delhi/NCR, Mumbai, Chennai, Kolkata, Hyderabad, Bangalore) during the full contract period.</li> </ul> |

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|       | <p><b>2. Evidence to be Submitted: Bidder has to submit following documents (Data of all Inspection Engineers as per Annexure I) as evidence against all Inspection Engineers –</b></p> <ul style="list-style-type: none"> <li>i. Degree/Diploma Certificate with First Class, OR<br/>Degree/Diploma certificate along with Consolidated Mark sheet/ Semester mark sheets in other case, where he has not graduated with First Class -copy to be mark sheets to be submitted)</li> <li>ii. CV/Resume with educational background and experience, in PDF format/hard copy only, attested by Bidder authorize person and also self-attested by Inspection Engineers himself (MS Word/ .doc / other editable format will not be accepted)</li> <li>iii. Copy of all Valid (not expired) NDT Certificates (wherever applicable). Eye Test/ Colour Blindness Certificate for all Inspection Engineers having Certificate in Visual Testing</li> <li>iv. Copy of Valid Employee ID Card with Staff Number or Joining Letter of Candidate, issued by TPIA. BHEL may ask for Traces Form 16 also or any other relevant document, if required, or any other document to prove that Inspection Engineer is/are permanent employee(s) of TPIA</li> <li>v. Copy of Proof of Date of Birth / AADHAR/ PAN CARD/ PASSPORT of each Inspection Engineers</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.2   | <p><b>ADDITIONAL INPECTION ENGINEERS ON CONTRACT: QUALIFICATION AND EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• Over and above 80 (as mentioned in Clause 7.1), additionally bidder can hire at most 10 (ten) number of experienced Inspection Engineers on contract basis (minimum 1-year contract), who have served in Govt. Organizations/PSUs/Electricity Boards and reputed Private Sector Organizations but final approval of those Inspection Engineers shall be given by BHEL after scrutiny of Resume, Qualification and Experience. However, it is not binding on BHEL to accept/approve these additional Inspection Engineers.</li> <li>• They should be an Engineer (Degree or Diploma) of Age not more than 65 years of Age with Mechanical Discipline (Mechanical Engineering/ Metallurgy/ Industrial/ Production/ Marine Engineering) and Electrical Discipline (Electrical/ Control &amp; Instrumentation/Power/Electronics) only.</li> <li>• All such Mechanical Discipline Engineers shall have valid Level II NDE Qualification in all four of Ultrasonic, Penetrating Test, Magnetic Particle and Radiography as per latest SNT-TC-1A.</li> <li>• Bidder has to submit following documents as evidence against these (at most 10) Inspection Engineers on Contract – <ul style="list-style-type: none"> <li>i. Copy of Contract/ Agreement</li> <li>ii. Proof of Age</li> <li>iii. Academic Certificates (Graduation / Diploma and above only)-</li> <li>iv. Work Experience Certificate from last Employer</li> <li>v. Valid Level II NDE Certificates and Eye Test/ Colour Blindness Certificate for all Inspection Engineers having Certificate in Visual Testing</li> </ul> </li> <li>• <b>Data of all Inspection Engineers to be submitted as per enclosed format AA/CQ/A/011A/F-03</b></li> </ul> |
| 7.3   | <b>VERIFICATION BY BHEL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | <p>BHEL may visit respective offices of Bidder to verify infrastructure, policies, verification of Inspection Engineers, records and practices being followed in maintaining the data base of their Inspection Engineers and personally conduct Interview of Inspection Engineers (telephonically OR in person at Bidder Office or by calling at BHEL Offices) on random basis or 100% , during bidding/bid scrutiny (before opening price bid), before awarding contract, before granting initial approval/additional approval or anytime during entire operation of contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.4   | <b>APPROVAL OF INSPECTION ENGINEERS BY BHEL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.4.1 | <p>Other than mandatory Monthly Information Report (Annexure-II) as per Clause 21.2 any time BHEL can ask to provide the details of Inspection Engineers such as Loading of Inspection Engineers for BHEL Jobs only,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|            | number of Inspections carried out center wise and individual report of Inspection Engineers, and on basis of that BHEL may remove Inspection Engineers from approved list which are not actively involved in Inspection or as per clause 7.4.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7.4.2      | <p>Anytime during the operation of contract, if it has been analyzed from Monthly Progress Report (clause 21.2) or otherwise, that BHEL approved TPIA Inspection Engineers are not being deployed for BHEL jobs or attending NO/NIL inspection(s), for continuous period of 2 or more months, BHEL reserves the right to delete and de-list them from the approved list of Inspection Engineers and issue revised list of Inspection Engineers. The de-listed/deleted Inspection Engineers can be approved again/re-approved only after period of 180 days from the date of delisting/deleting from BHEL approved list of TPIA Inspection Engineers.</p> <p>NOTE: However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspection Engineers as per the contract, under any circumstances within 15 days of such action..</p>        |
| 7.4.3      | <p>Additional Inspection Engineers shall be approved by BHEL on half yearly basis or otherwise proven short of inspection Engineers even after utilizing 100% of approved Inspection Engineers for BHEL Jobs or in some specific cases as and when feel necessary (or explanation to be submitted by bidder for additional approval) according to operation for smooth working.</p> <p>NOTE: BHEL is not bound to approve the additional Inspection Engineers. Also BHEL may not approve additional Inspection Engineers, if 100% of approved Inspection Engineers are not being used by Bidder for BHEL Jobs.</p>                                                                                                                                                                                                                                                                        |
| 7.4.4      | <p>BHEL may ask bidder to increase the number of Inspection Engineers (more than minimum requirement stated in clause 7.1 &amp; 7.2) anytime during the bid or operation of contract.</p> <p>Also BHEL may ask bidder to hire or qualify their inspection engineers for certified qualification in one or more among following</p> <ol style="list-style-type: none"> <li>Leak Test,</li> <li>Eddy Current Test,</li> <li>Surface preparation and Painting from NACE/BGAS or Other institutes approved by AICTE.</li> </ol> <p>No additional charges shall be paid by BHEL for training/ qualifying Inspection Engineers of TPIA. Time frame for recruiting/obtaining qualification shall be intimated by BHEL at the time of giving requirement. Document/Certificate(s) of same shall be furnished for approval.</p> <p><b>Submit - Undertaking as per format AA/CQ/A/011A/F-04</b></p> |
| 7.4.5      | The final list of approved Inspection Engineers (after periodic additional/deletion/de-listing of Inspection Engineers) shall fulfill all the condition of Clause 7.1 (Minimum requirements) all the time, during operation of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>8.0</b> | <b>BUSINESS VOLUME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.1        | Estimated Annual Value of goods to be offered for inspection is approximately `2400 Crores (Rupees Two Thousand Four Hundred Crores). The said value is not guaranteed and may vary depending on market conditions and requirement of BHEL/ BHEL Customer(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>9.0</b> | <b>NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.1        | BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9.2        | The business is intended to be shared in the approximate ratio of 60:40 of their share amongst the Lowest (L1) bidder and next subsequent bidders (L2) provided they match rate of lowest bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|             | The ratio may vary based on performance/feedback/requirement from BHEL/BHEL Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 9.3         | However, if the next (L2) inspection agency, who is offered share of business, fail to accept the offer, the same will be offered to next lower bidders in sequential order.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.4         | In case, none of the other bidders i.e. L2, L3 ..., who are offered Business share fail to accept, BHEL reserves the right to give entire business to original L1 bidder.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9.5         | 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"> <li>•Fine tuning and balancing business share</li> <li>•Customer's preference of particular inspection agency.</li> <li>•Refusal of inspection/ Delay or discrepancy in inspection or related records.</li> <li>•Any other contingency.</li> </ul>                                                                                                                                                              |
| <b>10.0</b> | <b>CONFIDENTIALITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.1        | 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. |
| <b>11.0</b> | <b>CONTRACT DURATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11.1        | THIS CONTRACT SHALL BE VALID FOR 24 (TWENTY FOUR) MONTHS FROM THE DATE OF ISSUE OF LOA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.2        | ADDITIONALLY, AT THE SOLE DISCRETION OF BHEL, THIS CONTRACT MAY BE EXTENDED FURTHER FOR A PERIOD OF MAXIMUM 3 (THREE) MONTHS AT THE SAME RATE AND TERMS AND CONDITIONS.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>12.0</b> | <b>MOBILISATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 12.1        | TPIA SHALL DEPLOY THE MANPOWER AND START INSPECTION SERVICES WITHIN 7 (SEVEN) DAYS FROM THE DATE OF WRITTEN INTIMATION FROM BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>13.0</b> | <b>MOBILISATION ADVANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13.1        | No mobilization advance is payable in this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>14.0</b> | <b>PRICE VARIATION CLAUSE / RATE REVISION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.1        | The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation / revision shall be payable.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>15.0</b> | <b>OVER RUN CHARGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 15.1        | No ORC is applicable to this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>16.0</b> | <b>TERMS OF PAYMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 16.1        | Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made agreed rate on the certification of the BHEL engineer, as explained hereunder-                                                                                                                                                                                                                                                                                                                                                                                                           |
| 16.2        | Payment shall be made to TPIAs only after final acceptance of material/item by TPIA for a specific inspection call,                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|             | <p>The inspection agency shall raise invoice of inspection charges at the end of the month for inspections carried during the month to the respective BHEL units (as mentioned in Clause 1.1) giving purchase order wise details of inspections and other relevant information required by the BHEL unit. Applicable taxes shall be deducted from the invoices.</p> <p>MSME vendors shall submit MSME certificate along with invoice.</p>                                                                                      |
| 16.3        | Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16.4        | The payment shall be made in Indian rupees, as per rates accepted, within 60 days from the receipt of complete/ corrected invoice.                                                                                                                                                                                                                                                                                                                                                                                             |
| 16.5        | No interest, whatsoever, shall be payable to the TPIA on the amount payable including but not limited to payment against invoices, security deposits, EMD, any bank guarantee submitted or any amount due, etc.                                                                                                                                                                                                                                                                                                                |
| 16.6        | In case of imposition of any penalty on BHEL by Customer or any authority for reasons attributable to the contractor, the same shall be deducted on Back to back basis.                                                                                                                                                                                                                                                                                                                                                        |
| 16.7        | Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16.7.1      | You declaring such Invoice in your GSTR-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16.7.2      | Receipt of Goods / services and Tax Invoice by BHEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 16.7.3      | Confirmation of payment of GST thereon by you on GSTN Portal                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 16.7.4      | Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.                                                                                                                                                                                                                                                                                                                                     |
| <b>17.0</b> | <b>EXTRA WORK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 17.1        | There is no provision of any extra work in this contract /package.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>18.0</b> | <b>TAXES AND DUTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 18.1        | All taxes excluding GST (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Govt. Levy and other taxes for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. |
| 18.2        | GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.                                                                                                                                                                                                                                                                                             |
| 18.3        | Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.                                                                                                                                                                                                                                                    |
| 18.4        | Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.                                                                                                                                                                                                                                                                                                                                        |
| 18.5        | TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the bills unless exemption certificate from the appropriate authority / authorities is furnished.                                                                                                                                                                                                                                                                                                                                       |
| 18.6        | TDS under GST shall be deducted at applicable rates on gross invoice value from the bills                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| 18.7        | <p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN – Shall be intimated separately to successful bidder</p> <p>Name – Shall be intimated separately to successful bidder.</p> <p>Address - Shall be intimated separately to successful bidder.</p>                                                |
| 18.8        | NOT USED                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18.9        | NOT USED                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18.10       | In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.                                                                                                                                                                                                                        |
| 18.11       | Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.                                                                                                                                                                                                        |
| 18.12       | Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.                                                                            |
| 18.13       | Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL. |
| 18.14       | NOT USED                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18.15       | Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.                                              |
| 18.16       | Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.                                                                                                                                                                                                                                                                                                           |
| <b>19.0</b> | <b>INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 19.1        | The contractor (TPIA), will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract                                                                                                                                                               |
| <b>20.0</b> | <b>MODE OF EVALUATION &amp; AWARDING</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 20.1        | Refer to Volume-III                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>21.0</b> | <b>PERFORMANCE MONITORING</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 21.1        | <b>Periodic Review Meetings:</b> Bidder shall agree for PERIODIC review meetings, regarding availability of Inspection Engineers, any changes made by bidder during entire operation of contract, performance of TPIA,                                                                                                                                                                                                                                      |

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|      | adherence to contract conditions with BHEL at convenient locations as decided by BHEL. Bidder shall send their Inspection Engineers to BHEL, whenever being called for, to receive the training at their own cost.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 21.2 | <p><b>Progress Report as per Annexure II:</b></p> <p>The TPIA shall submit the monthly progress report. <b>(Annexure-II)</b> to BHEL before 5th of Calendar Month, indicating the details of inspection carried out, value of inspected items, inspection charges, penalties deducted, No. of calls attended by Inspection Engineers in a month, addition/deletion of Inspection Engineers.</p>                                                                                                                                                                                                                                                        |
| 21.3 | <p><b>Feedback Analysis:</b></p> <p>The TPIA shall analyses the feedback given by BHEL/Customer on TPIA performance. The report of analysis and proposed corrective / preventive actions shall be given to BHEL within 7 days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 21.4 | <p><b>Shuffling of Inspection Engineers:</b></p> <p>TPIA has to ensure periodic shuffling of Inspection Engineers at the place of Supplier(s). Planner of Inspection shall plan inspections in such manner that no particular Inspection Engineers shall do inspection at particular Supplier in repeated fashion (At Most 4 Consecutive Inspection calls at one particular Supplier). BHEL will monitor the planning of Inspection and may take suitable action against such practice. BHEL will direct the TPIA to shuffle the Inspection Engineers or deploy different (indicated by BHEL) Inspection Engineers from list, as an when required.</p> |
| 21.5 | <p><b>Audits:</b></p> <p>Anytime during operation of Contract, BHEL may conduct the audit/ review of TPIA Offices as deemed necessary as per clause 7.3. BHEL may also audit Operations of TPIA by reviewing TPIA Policies, Records and Working. BHEL may assess the performance or capability of TPIA Inspection Engineers(s) by surveillance audit of TPIAs during inspection at Supplier's works.</p>                                                                                                                                                                                                                                               |
| 21.6 | <p><b>Action Plan by TPIA:</b></p> <p>TPIA has to submit the relevant and detailed action plan with PDC against the gaps/findings observed during audit by BHEL or feedback received by BHEL User Units or during review meetings. It is responsibility of TPIA to close all the gaps of Audits and submit the details/evidence to BHEL. BHEL may review the evidence submitted by TPIA or by verification in person. Only after satisfactory action (with evidence) the gaps may deemed closed.</p>                                                                                                                                                   |
| 21.7 | <p><b>Effectiveness of TPIA:</b></p> <p>Shall be monitored as per Annexure- IV on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/ sites, feedback of suppliers, Surveillance/ Audit report of CQ&amp;BE/ Unit Quality and Feedback from Customers</p>                                                                                                                                                                                                                                                                                                     |
| 21.8 | <p>Reduction in share of Business/ Suspension/ Cancellation on the basis of overall performance based on Annex-IV: Periodic monitoring of following parameters will be carried out by BHEL:</p> <p>a) Efficiency of Call Inspected (%) = No of Inspection call attended within specified time as per clause 4.7./ Total number of calls attended by TPIA</p> <p>b) Efficiency in generation of Inspection reports (%)= No of Inspection Reports prepared within 48 hours of completion of Inspection/Total number of Inspection Reports prepared by TPIA</p> <p>c) No of Warning Letter Issued (Ref clause 22.0)</p>                                   |
| 22.0 | <b>WARNING LETTER (Format as per Annexure V)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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| 22.1        | <p>Warning Letter(s) shall be issued to TPIA (Inspection Engineers/Inspection Planners/Coordinators/ Organization/ Concerned person) by BHEL for any inspection deficiency, adverse feedback received, deviation or non-compliance of Contract Requirement or under any sub-clause of Clause 21.0 &amp; 23.0 of this Tender or non-responsiveness to BHEL or wherever reference of this clause has been stated.</p> <p>NOTE: Wherever Non-Conformance/Deviation (Refusal, not reshuffling, planning etc.) is attributable to policy, Warning Letter shall be issued to TPIA (Organization level). After issuing 10 letter directly to TPIA (Organization level), TPIA shall be put on hold till satisfactory action(s) are taken by the TPIA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>23.0</b> | <b>PENALTY / LIQUIDATED DAMAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 23.1        | <p>If any non-conformity is due to deficiency in inspection (as defined in clause no. 23.2) and it is established (any time after inspected items has been accepted / cleared by TPIA) that the deficiency is on account of inaccurate/ inadequate inspection (<b>due</b> to lack of knowledge or inefficiency or incompetency of Inspection Engineer) with respect to scope of Inspection as per P.O, Inspection penalty will be imposed and deducted from Bills (submitted by TPIA) as per following formula:</p> <p>Inspection Penalty of particular item (in a call) = (Inspection charges of the concerned ITEM) + (<b>‘1500 or any amount limited to of cost of item in PO</b>), which shall be decided by BHEL based on severity and criticality of concerned items which affect BHEL Quality/ Milestone Requirements or Customer Requirement/Satisfaction and Delivery Schedule with mandatory issuance of Warning Letter). (Ref Clause 22.0). In any case the penal amount of any particular item of particular call shall not be more than cost of item in PO.</p> <p>NOTE: Inspection charges of Concerned item will be deducted, NOT Inspection charges for all items in Inspection Call</p> |
| 23.2        | <p>Deficiency in Inspection is defined as following:</p> <ul style="list-style-type: none"> <li>d) Rejection of Inspected Product by BHEL/Customer(s)</li> <li>e) Rework/ Repair at Supplier works/ BHEL/ Customer(s) at the dispatch</li> <li>f) Change in Matching Component/ Interchangeability</li> <li>g) Other Deficiency/Discrepancy in inspection with respected to understanding approved Inspection Documents (like QAP, Technical Spec, Drawing, PO etc.)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 23.3        | <p>Following actions will be taken for the discrepancies, if found:</p> <ul style="list-style-type: none"> <li>a) Any Inspection Engineers indulging in Unethical practices, Unfair means and Proxy Inspection will be immediately and permanently debarred/de-listed from approved list from inspection of BHEL items.</li> <li>b) BHEL reserves the right to debar the Inspection Engineers from the approved list based on criticality of discrepancy/adverse feedback by BHEL or Inspection Engineer/Planner receiving more than 5 (five) Warning letters by BHEL and permanently discontinue the services of Inspection Engineers for Inspection of BHEL items, with immediate effect.</li> </ul> <p>NOTE: However, it will be the responsibility of concerned TPI agency to maintain the minimum requisite number of Inspection Engineers as per the contract, under any circumstances.</p>                                                                                                                                                                                                                                                                                                        |
| <b>23.4</b> | <b>Delay / Refusal In Inspection (Stage / Final):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 23.4.1      | If inspection calls are not attended within prescribed time (P+3 days, where P is proposed date of Inspection as per clause 4.7), liquidated damages of ₹ 300/- per call per day of delay shall be deducted from TPIA Bills.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 23.4.2      | No Refusal of Inspection call is permitted. However, in cases, if TPIA refuses to attend the Stage/ Final inspection call (with or without prior intimation), BHEL (TPIA User Unit) will deduct the calculated Inspection Charges (as per contract) + additional penalty of ₹ 1500/- per refused call.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 23.4.3      | If Inspection call is not attended within 6 days (6th day including) of proposed inspection date i.e. P+5 days, it will be deemed as Refusal by TPIA and accordingly charges will be deducted as per clause 23.4.2 only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|             | (Clause 23.4.1 is not applicable in this case) In this situation, the inspection call may be allotted to other empaneled TPIA or alternative, as per decision of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|             | <p><b><u>Penalty Clarification/ Example:</u></b></p> <p>Supplier raise the call on CQIR on 2<sup>nd</sup> August 2019 and ask for Inspection (Propose day of Inspection) on 4<sup>th</sup> August 2019. Thus prescribed time for TPIA to attend Inspection call, without any penalty is P+3 days i.e. TPIA can attend the inspection without any penalty on 4<sup>th</sup> August, 5<sup>th</sup> August, 6<sup>th</sup> August &amp; 7<sup>th</sup> August.</p> <ul style="list-style-type: none"> <li>• If TPIA attend inspection on 8<sup>th</sup> August, total penalty of ₹ 300 per call will be imposed.</li> <li>• If TPIA attend inspection on 9<sup>th</sup> August, total penalty of ₹ 600 (₹300+ ₹300) will be imposed</li> </ul> <p>TPIA shall not attend the call on 10<sup>th</sup> August or onwards, as it be deemed refusal by TPIA (or auto refusal by web system) and accordingly penalty as per clause 23.4.2 (which shall be Inspection charges + ₹ 1500) will be imposed and deducted from running bills.</p> <p>However if TPIA refuses to attend call and intimate same to BHEL on any day (till auto refusal day), then also penalty will be charges as per 23.4.2 only.</p> |
| 23.4.4      | <p><b>Refusal of Joint Inspection Call with Customer:</b></p> <p>No Refusal of Joint Inspection call with customer is permitted. However in cases, if TPIA do not attend the inspection call with customer, wherever required to attend on agreed date and time as per clause 4.8 , Penalty per call will be deducted as following:</p> <p><b>Joint Inspection Penalty (stage or final) = Inspection Charges of that CALL + `3000</b></p> <p><u>NOTE:</u> Clause No 23.4.1, 23.4.2 and 23.4.3 are not applicable in this case.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 23.4.5      | <p><b>Exemption of Penalty:</b></p> <p>In case of joint inspection with customer/ <b>designated</b> agency, the inspection shall be carried out on mutually agreed date and the latest date given by customer shall prevail (Refer Clause 4.8). In such cases the penalty due to delay in inspection from proposed date by supplier (as per Clause 23.4.1) will be exempted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 23.4.6      | All liquidated damages shall be deducted from pending bills and /or security deposit amounts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 23.5        | <p><b>Suspension of Business</b></p> <p>Based on criticality and consequential <b>damage</b> to the company due to discrepancy/deficiency in inspection, adverse feedback by BHEL (TPIA User Unit) related to quality of inspection carried out by TPIA or delay/refusal in attending inspection calls by TPIA, BHEL reserves the right to initiate action for suspension of Inspection Services of TPIA as per BHEL Guidelines for Suspension of Business Dealings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 23.6        | In case of LD recovery, the applicable GST shall also be recovered from the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>24.0</b> | <b>CONTRACT OPERATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|             | <p>After placement of LOA, Security deposit shall be deposited by successful bidder (TPIA) as per GCC. Based on the confirmation / intimation from as BHEL Corporate Quality and Business Excellence (CQ&amp;BE), TPIA shall identify and intimate one coordinating office with in India</p> <p>Payment shall be made as per clause no. 16</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>25.0</b> | <b>GENERAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|             | Any terms & conditions not mentioned in VOL-II of tender document, shall be as per GCC (Vol-I) of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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# Detail of Centres and Jurisdiction

FORMAT : AA/CQ/A/011A/F-02

| Offices/Centres and Jurisdiction |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
|----------------------------------|-----------------|---------------|----------------------------------------------|-------------------------|-----------------------------------|----------|-----------------------------------|----------------------------------------------------------------------|--------------------------------------------------|----------|-------------|------------------------------------|-----------------------|--------------------------------|
| AA/CQ/A/011A/F-02                |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| Details of Mandatory Offices     |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| Sl No                            | office Location | GSTIN Details | Centre Head                                  |                         | Detail address of Office Location | PIN CODE | Office Phone Number with STD Code | Jurisdiction (Regions Cities to be covered from respective branches) | Details of Mechanical Inspection Planner Details |          |             | Upload Address Proof as per Tender | Lease Deed Valid Upto | Upload Latest Electricity Bill |
|                                  |                 |               | Name of Centre Coordinator for BHEL Projects | Email ID of Centre Head |                                   |          |                                   |                                                                      | Name                                             | Email ID | Staff No/ID |                                    |                       |                                |
| A1                               | Delhi/NCR       |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A2                               | Mumbai          |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A3                               | Chennai         |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A4                               | Kolkata         |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A5                               | Bangalore       |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A6                               | Hyderabad       |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |
| A7                               | Select          |               |                                              |                         |                                   |          |                                   |                                                                      |                                                  |          |             |                                    |                       |                                |

| Details of Other Office(s) |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                    |          |             |                                    |                       |                                |
|----------------------------|-----------------|---------------|----------------------------------------------|-------------------------|-----------------------------------|----------|-----------------------------------|----------------------------------------------------------------------|----------------------------------------------------|----------|-------------|------------------------------------|-----------------------|--------------------------------|
| Sl No                      | office Location | GSTIN Details | Centre Head                                  |                         | Detail address of Office Location | PIN CODE | Office Phone Number with STD Code | Jurisdiction (Regions Cities to be covered from respective branches) | Details of Inspection Planner of Respective Centre |          |             | Upload Address Proof as per Tender | Lease Deed Valid Upto | Upload Latest Electricity Bill |
|                            |                 |               | Name of Centre Coordinator for BHEL Projects | Email ID of Centre Head |                                   |          |                                   |                                                                      | Name                                               | Email ID | Staff No/ID |                                    |                       |                                |
| B1                         |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                    |          |             |                                    |                       |                                |
| B2                         |                 |               |                                              |                         |                                   |          |                                   |                                                                      |                                                    |          |             |                                    |                       |                                |

Planner Rights to be given here for staff number entered in this sheet

ADD ROW DELETE ROW EDIT ROW SAVE & SUBMIT  
 AUTO SAVED WHEN CLICKED

| Bio Data of Inspection Engineers |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| FORMAT AA/CQ/A/011A/F-02         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

| Sl No | Office/Centre | Planner Email ID | Name Start No PAM Mo | Nature of Employee-ment | Email ID Mobile No Date of Birth | Engineering Branch Marks | Discipline               | NDE (Level II/III) Qualification   |    |      |    |      | Experience    |       | Documents Photograph Signature |      |       |       |  |
|-------|---------------|------------------|----------------------|-------------------------|----------------------------------|--------------------------|--------------------------|------------------------------------|----|------|----|------|---------------|-------|--------------------------------|------|-------|-------|--|
|       |               |                  |                      |                         |                                  |                          |                          | RT                                 | UT | UTPI | CP | Lead | Paint/Welding | Other |                                | None | Years | Month |  |
| 01    |               |                  |                      |                         |                                  |                          | MECHANICAL OR ELECTRICAL | 0                                  | 0  | 0    | 0  | 0    | 0             | 0     | 0                              |      |       |       |  |
|       |               |                  |                      |                         |                                  |                          |                          | Total Experience in Inspection     |    |      |    |      |               |       |                                |      |       |       |  |
|       |               |                  |                      |                         |                                  |                          |                          | Total Experience in Design         |    |      |    |      |               |       |                                |      |       |       |  |
|       |               |                  |                      |                         |                                  |                          |                          | Date of Joining in Current Company |    |      |    |      |               |       |                                |      |       |       |  |

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

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

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

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

**BIDDER'S CERTIFICATION/UNDERTAKING FORM**

ANNEXURE-III

*(To be submitted along with bid)*

Ref Tender Specification No: \_\_\_\_\_

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

We, \_\_\_\_\_ (Name of the Bidder) hereby declares and certify/undertake that if empanelled by BHEL as TPIA for Inspection of BOIs, we adhere to the all the terms of contract/ clauses of Tender Specification.

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

1. We will maintain and arrange for revalidation/ recertification of the following certificate for well before expiry of present certificate (without break), intimate to BHEL regarding change of scope, if any, and submit the copy of certificates to BHEL within 7 (seven) days of recertification / revalidation (Ref Clause 5.3).
  - a. ISO 9001:2015 or latest version of the international standard, from an agency which is accredited by an IAF member body (which is signatory to their multilateral mutual recognition arrangement).
  - b. ISO/IEC 17020:2012 or latest version of the international standard, from NABCB. Accreditation scope of category for ISO/IEC: 17020 shall be at least IAF Scope 17, IAF Scope 18 and IAF Scope 19 (at least these three together).
2. Bidder shall maintain a countrywide network of mandatory 6 (six) inspection offices/ branches at following major location in India: 1 (one) Each at Delhi/NCR, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad. (Ref Clause 5.4)
3. We will establish two more offices/resident offices at following location and submit proof of Office within 45 days from the date of issue of LOI (Ref Clause 5.5)
  - one at Trichy or Coimbatore, and
  - one at Surat or Vadodara or Ahmedabad or Rajkot.
4. Based on requirement/feedback of BHEL (Ref Clause 5.6) we will open Office/Resident Office at Specific Location for certain period/throughout the operation of Contract.
5. We shall take prior permission from BHEL before relocating/shifting our office/branch within different city or before closing any particular office/branch. (Ref Clause 5.7)
6. We will actively participate to get inspectors qualified and approved from BHEL Customers, if required. Also upon request by BHEL, we will additionally hire/qualify our BHEL approved Inspection Engineers for certified qualifications as leak test, Eddy Current and Surface preparation and Painting etc. (Ref Clause 7.4.4)

Signature of Authorised Person

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

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

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

**BIDDER'S CERTIFICATION/UNDERTAKING FORM**

*(To be submitted along with bid)*

ANNEXURE-III

Ref Tender Specification No: \_\_\_\_\_

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

7. BHEL has right to verify the genuineness of any document/certificate (submitted by bidder) from the issuance authority. Any document/certificate furnished by bidder, against this Tender/Contract if found fake/forged/untrue, legal action may be taken as per clause no 5.15 and 5.17
8. BHEL may conduct physical verification of offices, infrastructure, payrolls and attendance records of inspectors with TPIA and practices followed by Bidder maintaining the data base of their Inspection Engineers (Ref Clause 7.3) during bidding/bid scrutiny, before awarding of contract or anytime during entire currency of contract.
9. We are fully conversant with the National / International Product Specifications, Standards and Codes and have direct access / possession of the latest applicable International/ National standards & specifications not limited to BIS, ASTM, ASME, AWS, EN, ISO, IEC etc.
10. We will not off-load either full or part of the work, assigned by BHEL.
11. We will submit the MIR (Formats as per Annexure-II) to BHEL, before 5th of Every Month.
12. We give consent, that BHEL may ask/ seek additional Information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract
13. We understand that any deviation from contract requirement(s) during the operation of contract shall call for Warning letter with ref. to clause 22.0

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

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

Signature of Authorised Person

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

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

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

## **EVALUATING EFFECTIVENESS & EFFICIENCY OF THIRD PARTY INSPECTION AGENCIES**

Ref Tender Specification No: \_\_\_\_\_

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

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

which are further calculated mathematically as per following formula/table

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

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

### **B. Action by BHEL**

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

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

**EVALUATING EFFECTIVENESS & EFFICIENCY OF THIRD PARTY INSPECTION AGENCIES**

Ref Tender Specification No: \_\_\_\_\_

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

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

**NOTE:**

*Based on the criticality and consequential damage to the company due to discrepancy/deficiency in inspection or based on adverse feedback for TPIA, non-compliance/deviation of specified requirements including any unethical practice being followed by TPIA (Inspector/Planner/Coordinator/Organization Level), immediately BHEL may take actions to extreme (specified) in the above table as suitable and /or actions as per Clause 23.0 and/or 5.15 and/or 5.17 and/or 23.5 or Tender Specification.*



# Bharat Heavy Electricals Limited

Unit: \_\_\_\_\_

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

Annexure V

## WARNING LETTER

Warning Number: \_\_\_\_\_

Ref No: \_\_\_\_\_

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

To,  
The In-charge  
M/s \_\_\_\_\_  
\_\_\_\_\_

**Subject:** Deficiency in TPIA Services

Item Description: \_\_\_\_\_

Challan No. & Date \_\_\_\_\_

PO No & Date: \_\_\_\_\_

PMIR No & Date: \_\_\_\_\_

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

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

Vendor Code: \_\_\_\_\_

### COMPLAINT FROM USER UNIT/DIVISION/SITE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CONSEQUENTIAL DAMAGE TO THE COMPANY

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Action suggested: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_

**TENDER NO: PSER:SCT:MIS-Q1981:19**

**VOLUME - I**

**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**RATE CONTRACT FOR INSPECTION OF PURCHASED AND BOUGHT-OUT  
ITEMS ORDERED BY BHEL FROM ALL OVER INDIA (FOR INDIGENOUS AND  
EXPORT CONTRACTS) AT BHEL APPROVED SUPPLIERS / SUB-SUPPLIERS  
WORKS AND IDENTIFIED TESTING LABORATORIES SITUATED / LOCATED  
WITHIN INDIA**

**BHARAT HEAVY ELECTRICALS LIMITED**

**( A GOVT. OF INDIA UNDERTAKING )**

**POWER SECTOR – EASTERN REGION**

**PLOT NO. – 9 / 1, DJ – BLOCK,**

**SECTOR – II, KARUNAMOYEE,**

**SALT LAKE CITY,**

**KOLKATA – 700091.**

# GENERAL CONDITIONS OF CONTRACT VOLUME-I

## **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        | Contents                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3.1</b>    | <b>INSTRUCTION TO BIDDERS (ITB)</b>                                                                                                                                                                                                                                                                                                                                                                     |
| <b>3.1.1</b>  | Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 (of NIT) through E-Procurement Portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender                          |
| <b>3.1.2</b>  | Scope of work shall be as per Vol-IF TCC (Scope, spec)                                                                                                                                                                                                                                                                                                                                                  |
| <b>3.1.3</b>  | The bidder should fulfil all the minimum qualifying requirements.                                                                                                                                                                                                                                                                                                                                       |
| <b>3.1.4</b>  | BHEL reserves right to ask any additional information.                                                                                                                                                                                                                                                                                                                                                  |
| <b>3.1.5</b>  | 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. |
| <b>3.1.6</b>  | 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.                                                                                                             |
| <b>3.1.7</b>  | Sealed offers to be submitted in two part bid system. First envelope (Part-A) shall contain EMD of Rs: 22,48,800, 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.   |
| <b>3.1.8</b>  | 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.                     |
| <b>3.1.9</b>  | Tenders received late shall be rejected.                                                                                                                                                                                                                                                                                                                                                                |
| <b>3.1.10</b> | 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.                                                                                                                                                                                             |
| <b>3.1.11</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3.2</b>   |                | <b>BID DOCUMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>3.2.1</b> |                | <b>CONTENTS OF BID DOCUMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|              | <b>3.2.1.1</b> | Bid Sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|              | <b>3.2.1.2</b> | 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.                                                                                                                                                                                                                                                                                                                                                        |
| <b>3.2.2</b> |                | <b>CLARIFICATION OF BID DOCUMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|              | <b>3.2.2.1</b> | 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. |
|              | <b>3.2.2.2</b> | Verbal clarifications and information given by any employee(s) of BHEL shall not in any way be binding on BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>3.2.3</b> |                | <b>AMENDMENT TO TENDER DOCUMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|              | <b>3.2.3.1</b> | 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 (tender change notice (TCN)) 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.                                                                                                                                                                                                                                                                                                   |
| <b>3.3</b>   |                | <b>PREPARATION OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>3.3.1</b> |                | <b>LANGUAGE OF BID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|              | <b>3.3.1.1</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>3.3.2</b> |                | <b>DOCUMENT COMPRISING THE BID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|              |                | <p>Bid submitted by the Bidder shall comprise of the following.</p> <ul style="list-style-type: none"> <li>a) Particulars of Inspection Agency, Bio-data, Bidder Certification Form as applicable along with enclosures and supporting documents .</li> <li>b) Check lists as applicable</li> <li>c) Bid forms as applicable as per annexure-II duly completed &amp; signed by the Bidder</li> <li>d) Un-priced bid</li> <li>e) Price schedule duly completed by the Bidder.</li> <li>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.</li> </ul>                                      |

| Clause No |         | Contents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.3.3     |         | <b>PRICE BID: Bidder shall quote price as follows:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|           | 3.3.3.1 | Inspection charges as percentage (%) of basic PO value for the inspection of ordered items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|           | 3.3.3.2 | 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.<br>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).                                                                                                                                                                                                                                                                                                                                            |
|           | 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 | The bidder should take into considerations the following eventualities, while quoting the price, as no charges shall be payable in following cases:-<br><ul style="list-style-type: none"> <li>• Stage inspection.</li> <li>• Material not offered for inspection by a supplier during the visit due to any reason.</li> <li>• Extra visits required for Rework or rectification or rejection of material during inspection by TPIAs.</li> <li>• Rejection of material by user (Unit/ BHEL Customer) after inspection clearance of TPIA.</li> </ul>                                                                                                                                                                                                                                                                                                                                        |
|           | 3.3.3.6 | Treatment of Arithmetical Errors:<br><br><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"> <li>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</li> <li>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.</li> </ol> <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     |         | <b>COST OF BIDDING:</b> 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     | <b>BID VALIDITY PERIOD:</b> Bids should be kept valid for a period of minimum 180 days from the date of opening of technical bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.3.6     | <b>EARNEST MONEY DEPOSIT (EMD)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.3.6.1   | <p>The bidder shall furnish EMD &amp; tender cost of Indian Rupees 22,48,800/- (Rupees Twenty Two lakhs and fourty Eight-eight thousand &amp; eight hundred only) as a part of its bid in the form of NEFT in favour of Bharat Heavy Electricals Limited in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (Bidder can seek the RTGS details of BHEL for electronic fund transfer by writing to following email ids <a href="mailto:gargi.ray@bhel.in">gargi.ray@bhel.in</a>, <a href="mailto:sriparna@bhel.in">sriparna@bhel.in</a>, <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a>)</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of Bharat Heavy Electricals (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</p> |
|           | <p>The EMD is required to ensure that the bidder does not refuse to:</p> <ul style="list-style-type: none"> <li>• Accept the letter of Award of Rate Contract</li> <li>• Sign the contract agreement</li> <li>• Furnish the required Security</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | <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>                                                                                                                                                                                                                                           |
|           | 3.3.6.4 Any bid received without Earnest Money Deposit shall not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | 3.3.6.5 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|           | 3.3.6.6 EMD shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.3.7     | <b>FORMAT AND SIGNING OF THE BID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.3.7.1   | The bidder shall prepare an original and one (1) copy/set of the Bid clearly marking each one as "Original Bid" and "Copy No 1". In the event of any discrepancy between them the original shall govern.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 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      | <b>SUBMISSION OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.4.1    | <b>SEALING AND MARKING OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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><b>Part –A : Technical Bid(consisting of EMD, Tender Cost and Techno Commercial Bid)</b></p> <p>(a) Earnest Money Deposit :</p> <p>(i) Electronic Fund Transfer credited in BHEL account</p> <p>(ii) Banker's cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer)</p> <p>(b)Tender cost Rupees 10000/-(Ten Thousand)</p> <p>(i) Electronic Fund Transfer credited in BHEL account</p> |

|              |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|              |                | <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 &amp; Stamped (all pages of tender terms &amp; conditions) copies of 'Particulars of Inspection Agency Check-list', General Requirements, Un-priced Bid. and General Conditions of Contract (GCC)</p> <p><b>Part – B : Price Bid</b></p> <p>(i) Price Bid (1 original+ 1 copy)</p> |
|              | <b>3.4.1.2</b> | 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.                                                                                                                                                                                                                                                                                                                                           |
| <b>3.4.2</b> |                | <b>LAST DATE FOR SUBMISSION OF BIDS.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|              | <b>3.4.2.1</b> | 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.                                                                                                                                                                                                                                                                                                                                                              |
|              | <b>3.4.2.2</b> | BHEL may at its discretion, extend the deadline for submission of bids by issuing an amendment (TCN) 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.                                                                                                                                                                         |
| <b>3.4.3</b> |                | <p><b>LATE TENDERS:</b></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>                                                                                                                                                                                                                                                                                                                                               |

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| <b>3.4.4</b> |                | <b>MODIFICATION AND WITHDRAWAL OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                 |
|              | <b>3.4.4.1</b> | 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.                                                 |
|              | <b>3.4.4.2</b> | 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                                                                                        |
| <b>3.5</b>   |                | <b>BID OPENING AND EVALUATION</b>                                                                                                                                                                                                                                                                                                                                                                          |
| <b>3.5.1</b> |                | <b>OPENING OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                                     |
|              | <b>3.5.1.1</b> | All bids including withdrawals made pursuant to ITB Clause 3.4.4 (Modification and withdrawal of Bids) will be opened at BHEL-PSER KOLKATA by the officer(s) duly authorized by BHEL for this purpose at the date and time given in the Tender. 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. |
|              | <b>3.5.1.2</b> | 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.                                                                                                                            |
|              | <b>3.5.1.3</b> | 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.                                                                                                                                                                      |
|              | <b>3.5.1.4</b> | 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.                                                                                                 |
|              | <b>3.5.1.5</b> | 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.                                                                                                                                                                                |
|              | <b>3.5.1.6</b> | 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.                                                                                                                                                                                                                |
| <b>3.5.2</b> |                | <b>CLARIFICATION OF BIDS:</b> 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.                                                                                                                                                              |
| <b>3.5.3</b> |                | <b>EVALUATION AND COMPARISON OF BIDS</b>                                                                                                                                                                                                                                                                                                                                                                   |
|              | <b>3.5.3.1</b> | 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.                                                                                                                                                                                                 |
|              | <b>3.5.3.2</b> | Compliance with the qualification and eligibility requirement shall first be evaluated. The bidders, who do not meet the minimum specified requirements, shall be rejected.                                                                                                                                                                                                                                |

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|              | <b>3.5.3.3</b> | If the bidder is found qualified, the bid will be taken for further evaluation.                                                                                                                                                                                                                                                                                                                                                     |
|              | <b>3.5.3.4</b> | 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.                                                                                                                                                                                                                                                                       |
| <b>3.5.4</b> |                | <b>NUMBER OF INSPECTION AGENCIES TO BE EMPANELLED</b>                                                                                                                                                                                                                                                                                                                                                                               |
|              | <b>3.5.4.1</b> | BHEL intends to empanel 2 (two) inspection agencies. The lowest Bidder shall be awarded the highest percentage of the load.                                                                                                                                                                                                                                                                                                         |
|              | <b>3.5.4.6</b> | 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"> <li>•Fine tuning and balancing business share</li> <li>•Customer's preference of particular inspection agency.</li> <li>•Refusal of inspection/ Delay or discrepancy in inspection or related records.</li> <li>•Any other contingency.</li> </ul> |
| <b>3.6</b>   |                | <b>AWARD OF RATE CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>3.6.1</b> |                | 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.                                                                                                                                                              |
| <b>3.6.2</b> |                | The construction/ execution of Rate Contract shall be in accordance with clause 4.3 of Section-IV.                                                                                                                                                                                                                                                                                                                                  |
|              |                | The bidder shall deposit Security in a manner provided in Clause 4.8 of GCC.                                                                                                                                                                                                                                                                                                                                                        |
| <b>3.6.4</b> |                | After signing the Rate Contract, BHEL will promptly notify each unsuccessful bidder and discharge its EMD as per Clause 3.3.6.5.                                                                                                                                                                                                                                                                                                    |
| <b>3.6.5</b> |                | Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.                                                                                                                                                                                                                                      |

## **SECTION IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

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| <b>4.1</b>   |  | <b>DEFINITIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>4.1.1</b> |  | <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> |
| <b>4.2</b>   |  | <b>CONTRACT DOCUMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4.2.1</b> |  | <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"> <li>a) The Rate Contract Agreement</li> <li>b) Letter of Award of Rate Contract</li> <li>c) Qualification and eligibility</li> <li>d) Particulars of Inspection Agency including enclosures</li> <li>e) General Requirement</li> <li>f) Instruction to bidder</li> <li>g) General conditions of contract</li> <li>h) Price Schedule</li> <li>i) Annexures/Formats</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| <b>4.3</b>   |  | <b>CONSTRUCTION / EXECUTION OF RATE CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>4.3.1</b> |  | 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.                                      |
| <b>4.3.2</b> |  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>4.3.3</b> |  | The signed Rate Contract Agreement shall be forwarded to all BHEL Units / Purchasing Divisions for availing the inspection services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>4.4</b>   |  | <b>VALIDITY OF CONTRACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>4.4.1</b> |  | 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) and remain valid for a period of two years from the date of LOA. This period is subject to extension by three (3) months, if desired by BHEL on mutual agreement with terms and conditions remaining same.                                                                                                                                                                                                                                           |
| <b>4.5</b>   |  | <b>CONTRACTOR'S RESPONSIBILITIES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>4.5.1</b> |  | 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.                                                                                                                                                                                                                                                                                                                             |
| <b>4.5.2</b> |  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>4.5.3</b> |  | The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature including claims from any employees of the TPI or any third party arising during the course of execution of the contract. |

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| <b>4.6</b>   |  | <b>BHEL's RESPONSIBILITIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>4.6.1</b> |  | 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.                                                                                                                                                                                                                                       |
| <b>4.6.2</b> |  | 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                                                                                                                                                                                                                                                                                                                                           |
| <b>4.7</b>   |  | <b>PAYMENT TERMS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4.7.1</b> |  | Payment shall be made to TPIAs only after final acceptance of material/item by TPIA for a specific inspection call.<br>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. |
| <b>4.7.2</b> |  | Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>4.7.3</b> |  | The payment shall be made in Indian rupees within 60 days (within 45 days for MSME) from the receipt of complete/ corrected invoice.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4.7.4</b> |  | 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.                                                                                                                                                                                                                                                                                                                                                        |
| <b>4.8</b>   |  | <b>SECURITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>4.8.1</b> |  | The Contractor shall, submit Security deposit before the issuance of letter of award, to 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.                                                                                                                                                                                                                                              |
| <b>4.8.2</b> |  | The total amount of Security Deposit will be shall be 5% on tentative Contract value for two years based on tentative business volume in line with sl. No. 8 of TCC. SD shall be deposited at BHEL-PSER, Kolkata EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.                                                                                                                                                                                      |

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| 4.8.3     | <p><b>Modes of deposit:</b><br/>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:<br/>i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL<br/>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<br/>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)<br/>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> <p>The security deposit shall not carry any interest.</p> <p><b>Collection of Security:</b></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     | Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.8.5     | BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the bidders' failure to fulfil any of the contractual obligations/ or in the event of termination of contract as per cl. 4.20.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.8.6     | The Security Deposit shall be refunded to the Contractor without any interest 90 days after completion of the contract and discharged of all obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4.9</b>    | <b>TAXES AND DUTIES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|               | As per TCC (volume II)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4.10.</b>  | <b>TIME FOR ATTENDING TO INSPECTION CALLS:</b><br>As per TCC (volume II)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>4.11</b>   | <b>LIQUIDATED DAMAGES FOR NON COMPLIANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>4.11.1</b> | As per TCC (volume II)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4.12</b>   | <b>INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|               | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4.13</b>   | <b>FORCE MAJEURE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>4.13.1</b> | <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"> <li>a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;</li> <li>b) Rebellion, revolution, insurrection, military or usurped power and civil war;</li> <li>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;</li> <li>d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor;</li> <li>e) Acts of God such as earthquake (above magnitude of 7 on Richter’s scale), unprecedented floods.</li> </ul> |
| <b>4.13.2</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>4.13.3</b> | 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:<br>a) Constitute a default or breach of the contract<br>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   |  | <b>GOVERNING LAW:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|        |  | The Contract shall be governed by and interpreted in accordance with laws of India                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.15   |  | <b>ARBITRATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.15.1 |  | as per NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 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:<br>a) Constitute a default or breach of the contract<br>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   |  | <b>GOVERNING LAW:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|        |  | The Contract shall be governed by and interpreted in accordance with laws of India                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.15   |  | <b>ARBITRATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.15.1 |  | as per NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4.16</b>  | <b>SUSPENSION:</b> as per NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>4.17</b>  | <b>RISK PURCHASE CLAUSE:</b> as per NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>4.18</b>  | <b>ASSIGNMENT:</b> The clause no. 2.3 of Section –II shall be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>4.19</b>  | <b>EFFECTIVENESS MEASUREMENT:</b> As per clause 2.5 of Section II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>4.20.</b> | <b>TERMINATION OF CONTRACT:</b><br>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.                                                                                                                                                                                                                                                                                |
| <b>4.21</b>  | <b>INTEGRITY PACT</b><br>Bidders shall execute Integrity Pact with BHEL as per NIT –IP annexure- duly signed and stamped. Bids received without Integrity Pact shall be rejected. Details of Independent External Monitor are enclosed as per NIT.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>4.22</b>  | <b>CONFIDENTIALITY:</b><br>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. |



**TENDER NO: PSER:SCT:MIS-Q1981:19**

**VOLUME – III**

**PRICE SCHEDULE-(REV-0)**

**FOR**

**RATE CONTRACT FOR INSPECTION OF PURCHASED AND BOUGHT-OUT  
ITEMS ORDERED BY BHEL FROM ALL OVER INDIA (FOR INDIGENOUS AND  
EXPORT CONTRACTS) AT BHEL APPROVED SUPPLIERS / SUB-SUPPLIERS  
WORKS AND IDENTIFIED TESTING LABORATORIES SITUATED / LOCATED  
WITHIN INDIA**

**BHARAT HEAVY ELECTRICALS LIMITED**

**( A GOVT. OF INDIA UNDERTAKING )**

**POWER SECTOR – EASTERN REGION**

**PLOT NO. – 9 / 1, DJ – BLOCK,**

**SECTOR – II, KARUNAMOYEE,**

**SALT LAKE CITY,**

**KOLKATA – 700091.**

| <b>VOLUME-III</b><br><b>PRICE SCHEDULE, REV-0</b>                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Tender no : PSER:SCT:MIS-Q1981:19</b>                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PREAMBLE</b>                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1                                                                                                                                                                                                                                                                          | This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with Volume-II and other tender sections as applicable and shall have precedence over any contrary statement mentioned anywhere in this document.                                                                                                                                                                                    |
| 2                                                                                                                                                                                                                                                                          | The work shall be carried out strictly as per specifications, description of the items in these schedule and / or BHEL's instructions. The work is to be executed as per drawings & documents, which shall be furnished during inspection.                                                                                                                                                                                                                                                                                                                   |
| 3                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5                                                                                                                                                                                                                                                                          | The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ( $\pm 15\%$ ) of the awarded price as per LOI . |
| 6                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 9                                                                                                                                                                                                                                                                          | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10                                                                                                                                                                                                                                                                         | Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.                                                                                                                                                                                                                                                                                |
| 11                                                                                                                                                                                                                                                                         | All works item wise shall be measured upon completion and paid for at the percentage quoted and accepted as per BHEL approved payment schedule/billing break-up.                                                                                                                                                                                                                                                                                                                                                                                             |
| 12                                                                                                                                                                                                                                                                         | The tender shall be deemed to have studied the specifications and details of work to be done within the time schedule attached.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 13                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 14                                                                                                                                                                                                                                                                         | Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.                                                                  |
| 15                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 16                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17                                                                                                                                                                                                                                                                         | BHEL's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.                                                                                                                                                                                                                                                                                                                                                                                    |
| 18                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 19                                                                                                                                                                                                                                                                         | No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.                                                                                                                                                                                                                                                                                                                                                                                                   |
| 20                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 21                                                                                                                                                                                                                                                                         | Quoted percentage will be shall be considered for evaluation unless stated otherwise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 22                                                                                                                                                                                                                                                                         | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| VOLUME-III<br>PRICE SCHEDULE, REV-0                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only. |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| Tender no : PSER:SCT:MIS-Q1981:19                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| SCH-1                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| SL. NO.                                                                                                                                                                                                                                                             | DESCRIPTION OF WORK                                                                                                                                                                                                                                                                                                                                                                                                                           | Percentage upto three decimal point |
| 1.0                                                                                                                                                                                                                                                                 | Inspection charges as percentage (%) of basic PO value of inspected items.                                                                                                                                                                                                                                                                                                                                                                    |                                     |
| 1.1                                                                                                                                                                                                                                                                 | Percentage(in words) :                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |
| <b>NOTE:</b>                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| 1.0                                                                                                                                                                                                                                                                 | Bidder to note that Evaluation & Awarding will be done on the quoted % at Sr. No. (1.0)                                                                                                                                                                                                                                                                                                                                                       |                                     |
| 2.0                                                                                                                                                                                                                                                                 | Basic PO value shall mean basic rate of item inspected in BHEL issued PO / Order, without applicable GST and freight charges, if any.                                                                                                                                                                                                                                                                                                         |                                     |
| 3.0                                                                                                                                                                                                                                                                 | If freight component is included in PO value and no explicit bifurcation is mentioned in PO, notional 2% shall be deducted from the PO value to arrive to basic PO value                                                                                                                                                                                                                                                                      |                                     |
| 4.0                                                                                                                                                                                                                                                                 | The bidder should take into considerations the following eventualities, while quoting the price, as no charges shall be payable in following cases:- <ul style="list-style-type: none"> <li>• Stage inspection.</li> <li>• Material not offered for inspection by a supplier during the visit due to any reason.</li> <li>• Extra visits required for Rework or rectification or rejection of material during inspection by TPIAs.</li> </ul> |                                     |
| 5.0                                                                                                                                                                                                                                                                 | Bidder to note that the quoted percentage shall be inclusive of all other charges such as transport, accommodation and other incidental charges of inspector.                                                                                                                                                                                                                                                                                 |                                     |
| 6.0                                                                                                                                                                                                                                                                 | For claiming GST, bidder to ensure Input Tax Credit to BHEL.                                                                                                                                                                                                                                                                                                                                                                                  |                                     |
| 7.0                                                                                                                                                                                                                                                                 | Taxes & Duties shall be as per terms and conditions of the tender.                                                                                                                                                                                                                                                                                                                                                                            |                                     |

## FORMS & PROCEDURES

### INDEX

| SN         | Description                                                       | Form No                  | Remarks           |
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| 1.2        | Declaration by Authorised Signatory                               | F-2 (Rev 00)             |                   |
| 1.3        | No Deviation Certificate                                          | F-3 (Rev 00)             |                   |
| 1.4        | Declaration confirming knowledge about Site Conditions            | F-4 (Rev 00)             |                   |
| 1.5        | Declaration for relation in BHEL                                  | F-5 (Rev 00)             |                   |
| 1.6        | Non Disclosure Certificate                                        | F-6 (Rev 00)             |                   |
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| 1.10       | Contract Agreement                                                | F-10 (Rev 00)            |                   |
| 1.11       | Bank Guarantee for Security Deposit                               | F-11 (Rev 00)            |                   |
| 1.12       | Bank Guarantee for <del>Interest Bearing Refundable</del> Advance | F-12 (Rev 00)            |                   |
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## FORMS & PROCEDURES

| SN         | Description                                                                      | Form No               | Remarks |
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| 1.25       | Power of Attorney for Submission of Tender/Signing Contract Agreement            | F-25 (Rev 00)         |         |
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| 3.1        |                                                                                  |                       |         |

- BANK GUARANTEE FORMATS FOR "RELEASE OF AMOUNTS WITHED/ LIQUIDATED DAMAGES AMOUNT", "SUPPLY FREE ISSUE MATERIAL" & "EARNEST MONEY" IS ALSO GIVEN.

## : will be released later

## FORMS & PROCEDURES

Form No: F-01 (Rev 00)

### OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

#### **Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

## FORMS & PROCEDURES

Form No: F-02 (Rev 00)

### DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

## FORMS & PROCEDURES

Form No: F-03 (Rev 00)

### NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

## FORMS & PROCEDURES

Form No: F-04 (Rev 00)

### **DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

## FORMS & PROCEDURES

Form No: F-05 (Rev 00)

### DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

## FORMS & PROCEDURES

Form No: F-06 (Rev 00)

### NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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### **NON DISCLOSURE CERTIFICATE**

I/We understand that BHEL PS \_\_ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....  
who are submitting offer for providing services to BHEL PS \_\_ against  
Tender Specification No: \_\_\_\_\_,  
hereby undertake to comply with the following in line with Information  
Security Policy of BHEL PS \_\_, \_\_\_\_\_

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS\_\_.

(Signature, date & seal of Authorized  
Signatory of the bidder)

Date:

## FORMS & PROCEDURES

Form No: F-07 (Rev 00)

### BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

-----

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

## FORMS & PROCEDURES

Form No: F-08 (Rev 00)

### FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

| Sl no | Reference clause of Tender Document | Existing provision | Bidder's query | BHEL's clarification |
|-------|-------------------------------------|--------------------|----------------|----------------------|
| 1     |                                     |                    |                |                      |
| 2     |                                     |                    |                |                      |
| 3     |                                     |                    |                |                      |

Yours faithfully,

(Signature, date & seal of Authorized  
Representative of the Bidder)

## FORMS & PROCEDURES

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## FORMS & PROCEDURES

Form No: F-09 (Rev 00)

### CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

| SL NO. | DESCRIPTION OF WORK<br>(Similar to Tendered Scope) | WORK ORDER REF & DATE | CONTRACT VALUE<br>(Rs. LACS) | CUSTOMER NAME & ADDRESS | CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED | %AGE OF WORK COMPLETED | VALUE OF BALANCE WORK<br>(Rs. Lacs) |
|--------|----------------------------------------------------|-----------------------|------------------------------|-------------------------|------------------------------------------------------------------|------------------------|-------------------------------------|
| 1      |                                                    |                       |                              |                         |                                                                  |                        |                                     |
| 2      |                                                    |                       |                              |                         |                                                                  |                        |                                     |
| 3      |                                                    |                       |                              |                         |                                                                  |                        |                                     |
| 4      |                                                    |                       |                              |                         |                                                                  |                        |                                     |
| 5      |                                                    |                       |                              |                         |                                                                  |                        |                                     |

#### NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.

2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

Signature

DATE :

PLACE:

Name, Designation & Seal of Bidder

## FORMS & PROCEDURES

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### CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

-----  
BHARAT HEAVY ELECTRICALS LIMITED  
(A Government of India Undertaking)  
Power Sector – ..... Region

CONTRACT AGREEMENT

AGREEMENT NO. \_\_\_\_\_

|                                                            |  |
|------------------------------------------------------------|--|
| NAME OF WORK                                               |  |
| NAME OF THE CONTRACTOR WITH FULL ADDRESS                   |  |
| VALUE OF WORK AWARDED                                      |  |
| LETTER OF INTENT NO.                                       |  |
| TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION) |  |

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
(SIGNATURE OF BHEL OFFICER )

## FORMS & PROCEDURES

### CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they 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 Intent 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 -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

## FORMS & PROCEDURES

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The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.----- dated ----- and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the 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.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date 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 the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of 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.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, 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 to have 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 the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.

## FORMS & PROCEDURES

10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne 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 BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. 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.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----  
and the documents specified therein.
2. Contractor's Offer No-----  
dated-----.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. Letter of Intent No\_\_\_\_\_ dated\_\_\_\_\_.
7. \_\_\_\_\_

shall also form part of and govern this Agreement.

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

WITNESS

(CONT

RACTOR)

## FORMS & PROCEDURES

---

1. (to be signed by a person holding  
a valid Power of Attorney)

2.

WITNESS (For and on behalf of BHEL)

1.

2.

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>2</sup> ( Rupees -----)<sup>2</sup> for <Nature of the Work><sup>3</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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. \_\_\_\_\_.

We undertake to pay to the Employer 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 guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Employer that the Employer 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 Contract 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 Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract 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 Employer or any indulgence by the Employer 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**BANK GUARANTEE FOR ADVANCE**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated .....<sup>2</sup>valued at Rs.....( Rupees -----) for <Nature of Work> <sup>3</sup>(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to \_\_\_\_\_% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- ( Rupees -----)<sup>4</sup> from a Bank as hereinafter appearing.

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums upto a maximum amount but not exceeding Rs ----- ( Rupees ----- ).

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. \_\_\_\_\_

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier 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 Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... Bank further agree that the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this Guarantee.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> NAME OF VENDOR /CONTRACTOR / SUPPLIER

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

## FORMS & PROCEDURES

Form No: F-13 (Rev 00)

### FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

BANK GUARANTEE No:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated ..... for  
..... Rs ..... in favour of yourself, expiry date ....., on  
account of M/s ..... in respect of Contract  
Number....., (herein after called the Original bank Guarantee)

At the request of M/s....., we ..... Bank, having its  
branch Office at ..... and having Head office at ....., do  
hereby extend our liability under the above mentioned Bank Guarantee number..... dated  
..... for a further period of .....Months/years from ..... to expire on  
.....

Except as provided above, all other terms and conditions of the Original Bank Guarantee No  
..... Dated..... shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project |                                                                                                                                                                                                                                                                                                                                    | Vendor         |           |                | Package/Unit                                                                                                                               |                                                           |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Sl. No. | Parameter for Measurement                                                                                                                                                                                                                                                                                                          | Classification | Max Score | Score Obtained | Measurement Key/Scheduled date                                                                                                             | Supporting Documents                                      |
| #1.01   | Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available                                                                                                                                                                                                                  | QUALITY        | 1.5       |                | Quality Officer or his authorised nominee should be available for all the days of working at site                                          | Daily Log Book entry/Incident Registers/letter references |
| #1.02   | Number of instances of non- compliance wrt FQP, Standard Drawings, Specifications, E&C Manuals etc.                                                                                                                                                                                                                                | QUALITY        | 1.5       |                | No deviation from FQP, Standard Drawings, Specifications, E&C Manuals etc. is allowed without BHEL Engineer's approval.                    | Daily Log Book entry/Incident Registers/letter references |
| #1.03   | Percentage submission of test certificates for batches of welding electrodes, cement, sand, aggregate, consumable, Paints etc. as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.                                                                                    | QUALITY        | 1         |                | Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure. | Daily Log Book entry/Incident Registers/letter references |
| #1.04   | Number of incidences of improper storage & preservation (not in accordance to the guidelines of BHEL MUs or approved FQP) of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc.) & bought-out items (paints, fasteners etc.) under the custody of the contractor                                           | QUALITY        | 1         |                | Total number of non-compliances                                                                                                            | Daily Log Book entry/Incident Registers/letter references |
| #1.05   | Rework/ Rejection instances in a month necessitated due to deviation from Standard Drawings /Specifications /Manuals /E&C procedures /FQPs or due to Poor Workmanship by contractor                                                                                                                                                | QUALITY        | 2         |                | Reworks/ Rejection should be as minimum as possible. Total number of reworks/ rejections due to reasons attributable to contractor.        | Daily Log Book entry/Incident Registers/letter references |
| #1.06   | Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc. in the month OR in case of MM / MH package reconciliation statement / verification report. | QUALITY        | 1         |                | Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer                              | Daily Log Book entry/Incident Registers/letter references |
| #1.07   | Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor                                                                                                                                                                                                             | QUALITY        | 1         |                | No such event should happen                                                                                                                | Daily Log Book entry/Incident Registers/letter references |
| #1.08   | Total number of complaints received in the month on the quality of finish / aesthetics                                                                                                                                                                                                                                             | QUALITY        | 1         |                | Total number of non-compliances                                                                                                            | Daily Log Book entry/Incident Registers/letter references |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project |                                                                                                                                                                                                                                                                                                                                                                                                             | Vendor         |           |                | Package/Unit                                                                                         |                                                           |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|----------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Sl. No. | Parameter for Measurement                                                                                                                                                                                                                                                                                                                                                                                   | Classification | Max Score | Score Obtained | Measurement Key/Scheduled date                                                                       | Supporting Documents                                      |
| #2.01   | Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading / storage plans etc.as applicable. | PERFORMANCE    | 5         |                | Number of days delayed from second working day of the month                                          | Daily Log Book entry/Incident Registers/letter references |
| #2.02   | Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.                                                                                                                                                                                                                                                                                                          | PERFORMANCE    | 1.5       |                | Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day | Daily Log Book entry/Incident Registers/letter references |
| #2.03   | Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement                                                                                                                                                                                                                                                     | PERFORMANCE    | 1.5       |                | Number of days delayed/Scheduled date is first 2 working days of next month                          | Daily Log Book entry/Incident Registers/letter references |
| #2.04   | Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month as per Form-14                                                                                                                                                                                                                                                                                 | PERFORMANCE    | 35        |                | As per Part-A of Form-14                                                                             | Progress review formats                                   |
| #2.05   | Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month                                                                                                                                                                                                                                 | PERFORMANCE    | 2         |                | Number of days delayed / Scheduled date is 7th day of next month                                     | Daily Log Book entry/Incident Registers/letter references |
| #2.06   | Number of times the Top Management of contractor did not respond to critical issues of site, for the month                                                                                                                                                                                                                                                                                                  | PERFORMANCE    | 1         |                | Total number of instances                                                                            | Daily Log Book entry/Incident Registers/letter references |
| #2.07   | Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour                                                                                                                                                                                              | PERFORMANCE    | 2         |                | Cumulative number of days lost                                                                       | Daily Log Book entry/Incident Registers/letter references |
| #2.08   | Number of times rework was refused by contractor                                                                                                                                                                                                                                                                                                                                                            | PERFORMANCE    | 1         |                | Total number of non-compliances                                                                      | Daily Log Book entry/Incident Registers/letter references |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project |                                                                                                                                                                                                                                                                                                             | Vendor                        |           |                | Package/Unit                                                                        |                                                           |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------|----------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Sl. No. | Parameter for Measurement                                                                                                                                                                                                                                                                                   | Classification                | Max Score | Score Obtained | Measurement Key/Scheduled date                                                      | Supporting Documents                                      |
| #2.09   | Cumulative number of days in the month recording / logging was not done in daily log / history register / hindrance register / soft form in a PC maintained at BHEL Site Office                                                                                                                             | PERFORMANCE                   | 1         |                | Cumulative number of days recording or logging was not done / all days of the month | Daily Log Book entry/Incident Registers/letter references |
| #3.01   | Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.                                                                                                                                                                                                                                   | RESOURCES                     | 7         |                | As per Part-B2 of Form-14                                                           | Daily Log Book entry/Incident Registers/letter references |
| #3.02   | Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.                                                                                                                                                                                                                                        | RESOURCES                     | 7         |                | As per Part-B1 of Form-14                                                           | Daily Log Book entry/Incident Registers/letter references |
| #3.03   | Cumulative number of major instances in the month hampering / affecting progress of work due to breakdown or non-availability of major T&P and MME for the work, under the scope of Contractor                                                                                                              | RESOURCES                     | 3         |                | Cumulative number of instances                                                      | Daily Log Book entry/Incident Registers/letter references |
| #3.04   | Cumulative number of major instances in the month hampering / affecting progress of work due to non-availability of Consumables/ use of improper consumables under the scope of contractor                                                                                                                  | RESOURCES                     | 3         |                | Cumulative number of instances                                                      | Daily Log Book entry/Incident Registers/letter references |
| #4.01   | Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc. and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc. as applicable | SITE INFRASTRUCTURE & SERVICE | 1         |                | Total number of non-compliances                                                     | Daily Log Book entry/Incident Registers/letter references |
| #4.02   | Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.                                                                                                                                               | SITE INFRASTRUCTURE & SERVICE | 0.5       |                | Total number of non-compliances/random checks                                       | Daily Log Book entry/Incident Registers/letter references |
| #4.03   | Cumulative number of days of non-availability of well-maintained toilets facilities for workers (separate for men and women) and non-availability of potable drinking water stations for workers in specified areas.                                                                                        | SITE INFRASTRUCTURE & SERVICE | 1         |                | Total number of non-compliances/random checks                                       | Daily Log Book entry/Incident Registers/letter references |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project |                                                                                                                                                                                                                                                                                                                                                                       | Vendor                        |           |                | Package/Unit                                                                             |                                                                                |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------|----------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Sl. No. | Parameter for Measurement                                                                                                                                                                                                                                                                                                                                             | Classification                | Max Score | Score Obtained | Measurement Key/Scheduled date                                                           | Supporting Documents                                                           |
| #4.04   | Total number of instances in the month, Housekeeping NOT attended to in spite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc. from the working area to identified locations | SITE INFRASTRUCTURE & SERVICE | 2         |                | Total number of non-compliances/random checks                                            | Daily Log Book entry/Incident Registers/letter references                      |
| #4.05   | Total number of instances in a month, Site Office with reasonably good facilities including enough nos. of computers and printers etc. for use by office and supporting staff was not made available/maintained.                                                                                                                                                      | SITE INFRASTRUCTURE & SERVICE | 0.5       |                | No discrepancy during regular or surprise visits                                         | Photograph and report of the Engineer                                          |
| #5.01   | Number of days delayed in making labour payments for the last month                                                                                                                                                                                                                                                                                                   | SITE FINANCE                  | 2         |                | Number of days delayed / Scheduled date is 7th day of next month                         | Daily Log Book entry/Incident Registers/letter references                      |
| #5.02   | Number of complaints from labour/ sub supplier/ sub-contractor for non-receipt of payments from contractor                                                                                                                                                                                                                                                            | SITE FINANCE                  | 1.5       |                | Total number of complaints or reporting                                                  | Daily Log Book entry/Incident Registers/letter references                      |
| #5.03   | Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.                                                                                                                                                                                                                                                                | SITE FINANCE                  | 1.5       |                | Total number of non-compliances                                                          | Daily Log Book entry/Incident Registers/letter references                      |
| #6.01   | Cumulative number of days in a month the nominated Safety Officer was not available                                                                                                                                                                                                                                                                                   | HSE & SA                      | 1         |                | Safety Officer should be available for all the days                                      | Daily Log Book entry/Incident Registers/letter references                      |
| #6.02   | Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer                                                                                                                                                                                                                                                                | HSE & SA                      | 0.5       |                | Safety meetings to be held every week                                                    | Copy of Minutes of meeting                                                     |
| #6.03   | Level of compliance w.r.t decisions taken in previous Safety meetings                                                                                                                                                                                                                                                                                                 | HSE & SA                      | 0.5       |                | Number of consolidated issues discussed in Safety meetings                               | Copy of Minutes of meeting, Non-compliance intimation documents from BHEL site |
| #6.04   | Delay in submission of monthly report on safety (including electrical safety for equipment & personnel etc.) in the prescribed form                                                                                                                                                                                                                                   | HSE & SA                      | 1         |                | Number of days delayed/Scheduled date is third working day of next month                 | Daily Log Book entry/Incident Registers/letter references                      |
| #6.05   | Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc.                                                                                                                                                                                                                                                             | HSE & SA                      | 0.5       |                | Number of days delayed/Scheduled date is within 24 Hrs of occurrence/notice of incidence | Copy of FIR lodged by Contractor                                               |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project      |                                                                                                                                                                                                                                                                         | Vendor         |            |                | Package/Unit                                                                 |                                                                   |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------------|------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Sl. No.      | Parameter for Measurement                                                                                                                                                                                                                                               | Classification | Max Score  | Score Obtained | Measurement Key/Scheduled date                                               | Supporting Documents                                              |
| #6.06        | Number of times written(email, letters etc.) warning issued for non-availability/ use of improper Fall protection and rescue arrangement as lifeline, fall arrestors, safety net, hand-railings, covered floors, man-basket, rescue basket & kit etc. by the contractor | HSE & SA       | 2          |                | Total number of non-compliances                                              | Daily Log Book entry/Incident Registers/letter references         |
| #6.07        | Number of times punitive fines imposed for unsafe practices as per contract like non-availability/use of PPEs as safety shoes, helmets, goggles, gloves, lifeline, safety belts etc.                                                                                    | HSE & SA       | 1          |                | Total number of non-compliances                                              | Non-compliance intimation documents from BHEL site                |
| #6.08        | Percentage compliance to Emergency preparedness and response plan: Portable Fire-extinguishers, Buckets, Fire-wardens, display of emergency numbers, mock-drills, Hazard Identification and Risk Assessment(HIRA) etc.                                                  | HSE & SA       | 1          |                | Compliance should be 100% as per HSE Plan or as finalized in Safety Meetings | Non-compliance intimation documents from BHEL site                |
| #6.09        | Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc. in identified areas                                                                                                                     | HSE & SA       | 0.5        |                | Total number of instances                                                    | Non-compliance intimation documents from BHEL site                |
| #6.10        | Non compliances observed during HSE and Safety Audit                                                                                                                                                                                                                    | HSE & SA       | 0.5        |                | Total number of non-compliances                                              | Non-compliance intimation documents from BHEL site, Audit Reports |
| #6.11        | Cumulative number of days in the month, non-availability of First Aid Kit, First Aider & Emergency Vehicles/Ambulance.                                                                                                                                                  | HSE & SA       | 0.5        |                | Cumulative number of days                                                    | Non-compliance intimation documents from BHEL site                |
| #6.12        | Number of days taken for submission of Root Cause analysis (RCA) for the accident from the cut-off date intimated by BHEL for submission of RCA                                                                                                                         | HSE & SA       | 0.5        |                | Number of days delayed/Scheduled date is cut-off date intimated by BHEL      | Daily Log Book entry/Incident Registers/letter references         |
| #6.13        | Non conductance of training (induction, job specific, height work etc.), tool box meeting and health check-up as per Contract requirements                                                                                                                              | HSE & SA       | 0.5        |                | Number of incidences of non-conductance during the month                     | Daily Log Book entry/Incident Registers/letter references         |
| <b>Total</b> |                                                                                                                                                                                                                                                                         |                | <b>100</b> |                |                                                                              |                                                                   |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

| Project |                                                                                                                                                                                                                                                                                  | Vendor         |           |                | Package/Unit                   |                      |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|----------------|--------------------------------|----------------------|
| Sl. No. | Parameter for Measurement                                                                                                                                                                                                                                                        | Classification | Max Score | Score Obtained | Measurement Key/Scheduled date | Supporting Documents |
|         | Less Deduction in Score Due to Major Accidents (Fatal, Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident,, Major Damage to Equipment etc.) attributable to the contractor @ 3 points/ accident |                |           |                |                                |                      |
|         | Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 1 point/ accident                                                                                                                                                                                |                |           |                |                                |                      |
|         | Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @2 points in a month on verification any day                                                                                                                              |                |           |                |                                |                      |
|         | <b>Final Score</b>                                                                                                                                                                                                                                                               |                |           |                |                                |                      |

| Performance Score Summary for the Month | Total Score | Score Obtained |
|-----------------------------------------|-------------|----------------|
| QUALITY                                 | 10          |                |
| PERFORMANCE                             | 50          |                |
| RESOURCES                               | 20          |                |
| SITE INFRASTRUCTURE & SERVICE           | 5           |                |
| SITE FINANCE                            | 5           |                |
| HSE & SA                                | 10          |                |
| OTHERS (deductions if any)              | 0           |                |
| <b>TOTAL</b>                            | <b>100</b>  |                |

Note:

- 1) It is only indicative and shall be as per the online format issued by BHEL time to time.
- 2) No request will be entertained after specified date of current month w.r.t. changes requested in the scores of immediate previous month.

## FORMS & PROCEDURES

Form No: F-19 (Rev 00)

### **MILESTONE COMPLETION CERTIFICATE** **(issued by BHEL on the specific request of Contractor)**

Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

#### References

1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

| Sl No | Milestone Activity | Remarks |
|-------|--------------------|---------|
|       |                    |         |
|       |                    |         |

This certificate is issued as per your request vide letter no .....  
without any prejudice to the rights of BHEL in line with the terms and conditions of the  
above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

## FORMS & PROCEDURES

Form No: F-20 (Rev 01)

### CONTRACT COMPLETION CERTIFICATE (Issued by BHEL/HQ on the specific request of Contractor)

Ref :

Date:

#### To Whom so ever it may concern

|   |                                    |                                        |
|---|------------------------------------|----------------------------------------|
| 1 | DESCRIPTION OF WORK                |                                        |
| 2 | NAME AND ADDRESS OF THE CONTRACTOR |                                        |
| 3 | CONTRACT NO                        |                                        |
| 4 | CONTRACT VALUE                     |                                        |
| 5 | LETTER OF INTENT NO & DATE         |                                        |
| 6 | CONTRACT PERIOD//CONTRACT DURATION |                                        |
| 7 | DATE OF START/COMPLETION           |                                        |
| 8 | FINAL EXECUTED VALUE               |                                        |
| 9 | PERFORMANCE                        | GOOD<br>SATISFACTORY<br>UNSATISFACTORY |

This certificate is issued as per your request vide letter no .....  
without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future  
tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

## FORMS & PROCEDURES

Form No: F-21 (Rev 00)

### INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BH EL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, \_\_\_\_\_ State.  
(Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of G C C further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months> i.e till <xx xx xxxx>

Now this deed witnesses that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

## FORMS & PROCEDURES

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The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with ho ld and adjust payment of Bills of Contractor pertaining to this Contract against any payme nt which the Company has made or is required to mak e for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall s urvive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor . That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually c omply with the terms and the conditions of this deed and contractu al provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxxxxxx

Witness:

1  
2

## FORMS & PROCEDURES

Form No: F-22 (Rev 00)

### CONSORTIUM AGREEMENT

---  
(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, by and between (1) M/s \_\_\_\_\_, (The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_ (herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s \_\_\_\_\_, (The Second Party, i.e, the associates ), a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to \_\_\_\_\_ bid by the Owner for \_\_\_\_\_ as detailed in the Bid doc. no. < TENDER REF----->

## FORMS & PROCEDURES

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AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of \_\_\_\_\_ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is \_\_\_\_\_ being entered into with M/s \_\_\_\_\_ (The Second Party, the Associates), who fully meet the balance part of the said work \_\_\_\_\_ (\_\_\_\_\_).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

## FORMS & PROCEDURES

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### **CONSORTIUM AGREEMENT**

3. The First Party shall undertake the following part(s) of work detailed in \_\_\_\_\_ the NIT namely  
\_\_\_\_\_  
\_\_\_\_\_
4. The Second Party shall undertake the following part(s) of work detailed \_\_\_\_\_ in the said NIT namely  
\_\_\_\_\_  
\_\_\_\_\_
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

## FORMS & PROCEDURES

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8. It is agreed interse between t he parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Hea vy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_(Place) .

WITNESS

For

1. NAME (FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS

For

1. NAME (SECOND PARTY)

2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

## FORMS & PROCEDURES

Form No: F-23 (Rev 00)

### REFUND OF SECURITY DEPOSIT

To,  
The Construction Manager  
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No: .....

Work: .....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:.....  
dated ..... In line with Tender conditions (GCC clause no 1.11), kindly arrange to  
release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

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

Authorised representative of Contractor

#### **To be filled up by BHEL**

1. Security Deposit to be refunded:
  - a. Cash Portion:
  - b. BG Portion :
2. Less
  - a. Amount spent by BHEL on behalf of Contractor:
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Other recoveries for Services etc
  - d. Any other recoveries
  - e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Contract Guarantee period of ..... Months commenced wef : \_\_\_\_\_
  - c. All objections raised so far have been settled
  - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:-----

## FORMS & PROCEDURES

Form No: F-24 (Rev 00)

### REFUND OF GUARANTEE MONEY

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, \_\_\_\_\_ REGION**

Ref No:

Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

## FORMS & PROCEDURES

Signature of BHEL Engineer

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

### **CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL \_\_\_\_\_, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No \_\_\_\_\_ dated \_\_\_\_\_) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

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

### **CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER**

1. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
  - c. All objections raised so far have been settled
  - d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:-----

### **FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer

### **ACKNOWLEDGE BY THE CONTRACTOR**

Received Rs \_\_\_\_\_ in full and final settlement of my/our claim

Signature of Contractor

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

## FORMS & PROCEDURES

Form No: F-25 (Rev 00)

### POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with

.....  
.....  
..... vide Tender Specification No :  
\_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

## FORMS & PROCEDURES

Form No: F-26 (Rev 00)

### ANALYSIS OF UNIT RATES QUOTED

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

| SN | DESCRIPTION                                                       | % OF QUOTED RATE | REMARKS |
|----|-------------------------------------------------------------------|------------------|---------|
| 01 | SITE FACILITIES VIZ., ELECTRICITY, WATER<br>OTHER INFRASTRUCTURE. |                  |         |
| 02 | SALARY AND WAGES + RETRENCHMENT<br>BENEFITS                       |                  |         |
| 03 | CONSUMABLES                                                       |                  |         |
| 04 | T&P DEPRECIATION & MAINTENANCE                                    |                  |         |
| 05 | ESTABLISHMENT & ADMINISTRATIVE EXPENSES                           |                  |         |
| 06 | OVERHEADS                                                         |                  |         |
| 07 | PROFIT                                                            |                  |         |
|    | <b>TOTAL</b>                                                      | 100%             |         |

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

## FORMS & PROCEDURES

Form WAM 6

### BHARAT HEAVY ELECTRICALS LIMITED DIVISION.....

#### Running Account Bill

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:  
Name of the Work:  
Sanctioned Estimate:  
Code No:  
Contract Agreement No :

Dated:

Departmental Bill no:  
Division:  
Date of written order to commence the work :  
Date of commencement of the Work:  
Due date of completion as per Agreement:

Date:  
Sub-Division:

#### 1. ACCOUNT OF WORK EXECUTED

| On account payment<br>for work not previously<br>previously measured** |                                                 |                               | Item<br>No of | Description<br>of<br>Work | Quantity<br>as per<br>agree-<br>ment | Quantity<br>executed<br>up to<br>date | Rate | Unit | Payment<br>on the<br>basis of<br>actual<br>measure-<br>ment<br>up to<br>date | Quantity<br>since<br>last<br>running<br>account<br>bill | Payment on<br>the basis of<br>actual<br>measurement<br>since last<br>running<br>account bill | Remarks |  |
|------------------------------------------------------------------------|-------------------------------------------------|-------------------------------|---------------|---------------------------|--------------------------------------|---------------------------------------|------|------|------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------|---------|--|
| Total<br>As per<br>Running<br>Account<br>bill<br>Rs.                   | since last<br>running<br>account<br>bill<br>Rs. | Total<br>up to<br>date<br>Rs. |               |                           |                                      |                                       | Rs.  | P.   | Rs.                                                                          | P.                                                      | Rs.                                                                                          | P.      |  |
| 1                                                                      | 2                                               | 3                             | 4             | 5                         | 6                                    | 7                                     | 8    | 9    | 10                                                                           | 11                                                      | 12                                                                                           | 13      |  |

- \* \*1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.  
2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

## FORMS & PROCEDURES

Form WAM 6 (contd...)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|
|---|---|---|---|---|---|---|---|---|----|----|----|----|

Total value of work done up to date (A) ...

Running Account Bill Deduct value of work shown on the last (B) ...

Net value of work done since last (C) ...

Rupees (in words)

.....only.

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### II.MEMORANDUM OF PAYMENTS

|                                                                                                                                                            |     | Rs.   | P. |  | I   | II |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----|--|-----|----|
|                                                                                                                                                            |     |       |    |  | Rs. | P. |
| 1.Total value of work actually measured as per Account No. I. Column 10                                                                                    | (A) | ..... |    |  |     |    |
| 2.Total up to date 'on account' payment for work covered by approximate<br>Or plan measurements as per Account No. I, Column 3                             | (B) | ..... |    |  |     |    |
| 3.Total up to date secured advances on security of materials as per column 8<br>Of the enclosed Account (Form WAM 10)                                      | (C) | ..... |    |  |     |    |
| 4.Total up to date payments [(A) + (B) + (C)]                                                                                                              | (D) | ..... |    |  |     |    |
| 5.Total amount of payments already made as per<br>Entry (D) of last Running Account Bill No.....<br>Dated.....forwarded to the Accounts<br>Office on ..... | (E) |       |    |  |     |    |
| 6.Balance [(D)-(E)]                                                                                                                                        |     | ..... |    |  |     |    |
| 7.Payments now to be made:                                                                                                                                 |     |       |    |  |     |    |
| a) by cash/cheque                                                                                                                                          |     |       |    |  |     |    |
| b) by deduction for value of materials supplied                                                                                                            |     |       |    |  |     |    |
| c) by BHEL vide Annexure A attached                                                                                                                        |     |       |    |  |     |    |
| d) by deduction for hire of tools and plant vide                                                                                                           |     |       |    |  |     |    |

## FORMS & PROCEDURES

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|                                                   |       |       |
|---------------------------------------------------|-------|-------|
| Annexure B attached                               | ..... |       |
| e) by deduction for other charges vide Annexure C |       |       |
| Attached                                          | ..... |       |
| f)by deduction on account of security deposit     | ..... |       |
| h) by deduction on account of Income Tax          | ..... | ..... |

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Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

### III.CERTIFICATE OF THE ENGINEER IN CHARGE

### Form WAM 6 (contd...)

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by.....and are recorded at pages.....of  
(Name and Designation)

Measurement Book No .....

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).
3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor

Signature of Engineer in charge

Date:

Designation:

Date:

## FORMS & PROCEDURES

### IV. CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that measurements have been check measured to the prescribed extent by .....at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....)  
(Name and Designation)
2. Certified that all the measurements recorded in the measurement book have been correctly billed for
3. Certified that all recoberable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide Annexures A to C attached.  
Certified for payment \* of Rs.....( Rupees.....only)  
To be paid in cash/by cheque in the presence of .....

#### ALLOCATION

The expenditure is chargeable as under and to be included in the accounts for.....20.....

| Ledger Head | Debit (Gross amount) | Credit (Deductions) |
|-------------|----------------------|---------------------|
|-------------|----------------------|---------------------|

Rs.    P.

Rs.    P.

Total

\* Here specify the net amount payable.

Signature of Senior Engineer  
Date:

**Form WAM 6 (contd...)**

### V.ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No .....Dated.....  
Entered in Journal Book vide entry No.....Dated.....  
Passed for.....Rs.....  
Less Deductions.....Rs.....  
Net Amount Payable.....Rs.....  
(Rupees.....only)  
Payable to Shri/M/s.....by cheque/cash  
Entered in Contractor's Ledger No.....Page.....

#### ALLOCATION

Estimate No:                      Code no:

Name of the Work:

| Ledger Head | Debit<br>(Gross amount) | Credit<br>(Deductions) |
|-------------|-------------------------|------------------------|
|             | Rs.    P.               | Rs.    P.              |
| -----       | -----                   | -----                  |
| -----       | -----                   | -----                  |

## FORMS & PROCEDURES

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|                    |                     |                          |       |       |       |
|--------------------|---------------------|--------------------------|-------|-------|-------|
| Assistant<br>Date: | Accountant<br>Date: | Account Officer<br>Date: | Total | ----- | ----- |
|--------------------|---------------------|--------------------------|-------|-------|-------|

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VI. Received Rs.....( Rupees.....only) as per  
Memorandum of Payments on account of this work.

|                                                |         |                                           |
|------------------------------------------------|---------|-------------------------------------------|
| Signature of witness<br>Address :<br><br>Date: | Revenue | Stamp<br>Signature of Contractor<br>Date: |
|------------------------------------------------|---------|-------------------------------------------|

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### VII. ENTRIES TO BE MADE BY TREASURY SECTION

|                               |                      |         |
|-------------------------------|----------------------|---------|
| Cash Book entry No. and date: | Amount paid          | Rs..... |
|                               | Amount unpaid        | Rs..... |
|                               | Total                | Rs..... |
|                               | Signature of Cashier |         |
|                               | Date:                |         |

Form WAM 6 (contd...)

### ANNEXURE A

## FORMS & PROCEDURES

Statement showing details of materials issued to the contractor Shri/M/s.....

In respect of Contract Agreement No .....Dated.....

| Sl. No. | Stores issue Voucher No. and date | Issue voucher No. and date allotted by stores to the SIV | Description of material issued to the contractor | Quantity issued | Quantity actually incorporated in the work | Whether recoverable from the contractor or supplied free | If recoverable from the contractor |                    |                                      |                       | REMARKS |
|---------|-----------------------------------|----------------------------------------------------------|--------------------------------------------------|-----------------|--------------------------------------------|----------------------------------------------------------|------------------------------------|--------------------|--------------------------------------|-----------------------|---------|
|         |                                   |                                                          |                                                  |                 |                                            |                                                          | Rate at which recoverable          | Amount recoverable | Amount recovered up to previous bill | Balance now recovered |         |
|         |                                   |                                                          |                                                  |                 |                                            |                                                          | Rs. P.                             | Rs. P.             | Rs. P.                               | Rs. P.                |         |
| 1       | 2                                 | 3                                                        | 4                                                | 5               | 6                                          | 7                                                        | 8                                  | 9                  | 10                                   | 11                    | 12      |
| Total   |                                   |                                                          |                                                  |                 |                                            |                                                          |                                    |                    |                                      |                       |         |

Signature of contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s.....

In respect of Contract Agreement No .....Dated.....

| Sl. No | Description of tools and plant issued | Period for which | Rate at which | Amount recover- | Amount recovered | Balance now | Remarks |
|--------|---------------------------------------|------------------|---------------|-----------------|------------------|-------------|---------|
|        |                                       | Issued           | recovery      | able            | upto             | recovered   |         |
|        |                                       |                  | Is to be      |                 | previous         |             |         |
|        |                                       |                  | Made          |                 | bill             |             |         |
|        |                                       |                  | Rs. P.        | Rs. P.          | Rs. P.           | Rs. P.      |         |
| 1      | 2                                     | 3                | 4             | 5               | 6                | 7           | 8       |

Total

Signature of contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....

In respect of Contract Agreement No .....Dated.....

| Sl. No | Particulars | Unit | Quantity | Rate   | Amount recover-<br>able | Amount recovered<br>upto pre-<br>vious bill | Amount now<br>recovered | Remarks |
|--------|-------------|------|----------|--------|-------------------------|---------------------------------------------|-------------------------|---------|
|        |             |      |          | Rs. P. | Rs. P.                  | Rs. P.                                      | Rs. P.                  |         |
| 1      | 2           | 3    | 4        | 5      | 6                       | 7                                           | 8                       | 9       |

1. Water Charges
2. Electricity charges
3. Seignorage charges
4. Medical charges
5. Cost of empty gunny bags and

Empty containers not returned

- 6.
- 7.
- 8.
- 9.

## FORMS & PROCEDURES

10.

Total

Signature of contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

## FORMS & PROCEDURES

Form WAM 6 (contd...)

### ANNEXURE D

Name of the Contractor:  
Name of the Work:

Contract Agreement No:  
Date:

| Sl. No. | Description of item | Unit | Quantity as per Agreement | Quantity as executed | Quantity further anticipated | Total quantity anticipated on completion | Rate as per agreement<br>Rs. P. |
|---------|---------------------|------|---------------------------|----------------------|------------------------------|------------------------------------------|---------------------------------|
| 1       | 2                   | 3    | 4                         | 5                    | 6                            | 7                                        | 8                               |

| Rate as the executed with any<br>Rs. P. | Amount as per agreement<br>Rs. P. | Amount as executed<br>Rs. P. | Amount further anticipated<br>Rs. P. | Total amount anticipated on completion<br>Rs. P. | Difference<br>Excess savings<br>Rs. P. Rs. P. | Reason for deviation authority, if |
|-----------------------------------------|-----------------------------------|------------------------------|--------------------------------------|--------------------------------------------------|-----------------------------------------------|------------------------------------|
| 9                                       | 10                                | 11                           | 12                                   | 13                                               | 14 15                                         | 16                                 |

Signature of Engineer in Charge  
Date:

Signature of Senior Engineer  
Date:

## FORMS & PROCEDURES

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[illegible]

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--|--|--|--|--|---------------------------------|----|-----|---|--|
| <b>II MEMORANDUM OF PAYMENT</b>                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    | Rs. | P |  |
| 1                                                 | Total Value of work actually measured as per Account no I column 10 (A)                                                                                            |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 2                                                 | Deduct amount of paym,ents already made as per last running account bill No ..... Dated.....<br>Forwarded to the Accounts Office on ..... (B)                      |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 3                                                 | Payments now to be made { (A) - (B)} (C)                                                                                                                           |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 4                                                 | Deduct ammounts recoverable from the contractor on account of :                                                                                                    |                                                   |  |  |  |  |  |                                 | Rs | P   |   |  |
|                                                   | a                                                                                                                                                                  | Material suplied by BHEL vide annexure A attached |  |  |  |  |  |                                 |    |     |   |  |
|                                                   | b                                                                                                                                                                  | Hire of Tools & Plants vide Annexure B attached   |  |  |  |  |  |                                 |    |     |   |  |
|                                                   | c                                                                                                                                                                  | Other charges vide Annexure C attached            |  |  |  |  |  |                                 |    |     |   |  |
|                                                   | d                                                                                                                                                                  | Income Tax                                        |  |  |  |  |  |                                 |    |     |   |  |
|                                                   | Total deduction                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 5                                                 | Balance                                                                                                                                                            |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 6                                                 | Refund of 50% of security deposite on completion of work                                                                                                           |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 7                                                 | Net amount to be paid to the Contractor                                                                                                                            |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| <b>III. CERTIFICATE OF THE ENGINEER IN CHARGE</b> |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 1                                                 | The measurement on which the entries in coulmn 7 to 12 of Part I of this bill (Account of work executed) are based were made by<br>.....<br>(Name and designation) |                                                   |  |  |  |  |  |                                 |    |     |   |  |
| 2                                                 | A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.                          |                                                   |  |  |  |  |  |                                 |    |     |   |  |
|                                                   | Date:                                                                                                                                                              |                                                   |  |  |  |  |  | Signature of Engineer in charge |    |     |   |  |
|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  | Designation                     |    |     |   |  |
|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |
|                                                   |                                                                                                                                                                    |                                                   |  |  |  |  |  |                                 |    |     |   |  |

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

|                                                                                                                   |                                    |                     |                                     |                      |                           |                              |                                            |      |                                                            |                                          |                                                                                 |         |  |  |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------|-------------------------------------|----------------------|---------------------------|------------------------------|--------------------------------------------|------|------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------|---------|--|--|
| BHARAT HEAVY ELECTRICALS LIMITED<br>DIVISION.....<br>.....And Final bill<br>(Para 4.3.2 Of Works Accounts Manual) |                                    |                     |                                     |                      |                           |                              |                                            |      |                                                            |                                          |                                                                                 |         |  |  |
| Name of Contractor                                                                                                |                                    |                     |                                     |                      |                           |                              | Departmental Bill no                       |      |                                                            |                                          | Date                                                                            |         |  |  |
| Name of the Work                                                                                                  |                                    |                     |                                     |                      |                           |                              | Division                                   |      |                                                            |                                          | Division                                                                        |         |  |  |
| Sanctioned Estimate                                                                                               |                                    |                     |                                     |                      |                           |                              | Date of written order to commence the work |      |                                                            |                                          |                                                                                 |         |  |  |
| Contract Agreement/work Order No                                                                                  |                                    |                     |                                     |                      |                           |                              | Date of commencement of work               |      |                                                            |                                          |                                                                                 |         |  |  |
|                                                                                                                   |                                    |                     |                                     |                      |                           |                              | Due date of completion as per agreement    |      |                                                            |                                          |                                                                                 |         |  |  |
|                                                                                                                   |                                    |                     |                                     |                      |                           |                              | Date of actual completion of the work      |      |                                                            |                                          |                                                                                 |         |  |  |
| <b>I. ACCOUNT OF WORK EXECUTED</b>                                                                                |                                    |                     |                                     |                      |                           |                              |                                            |      |                                                            |                                          |                                                                                 |         |  |  |
| On Account payment for the work not previously measured **                                                        |                                    |                     | Item No of the agreement/work order | Descripti on of work | Quantity as per agreement | Quantity executed up to date | Rate Rs. P                                 | Unit | Payment on the basis of actual measurement up to date Rs P | Quantity since last running account bill | Payment on the basis of actual measurement since last running account bill Rs P | Remarks |  |  |
| Total as per last running account bill Rs.                                                                        | Since last running account bill Rs | Total up to date Rs |                                     |                      |                           |                              |                                            |      |                                                            |                                          |                                                                                 |         |  |  |
| 1                                                                                                                 | 2                                  | 3                   | 4                                   | 5                    | 6                         | 7                            | 8                                          | 9    | 10                                                         | 11                                       | 12                                                                              | 13      |  |  |

BHARAT HEAVY ELECTRICALS LIMITED,  
POWER SECTOR - EASTERN REGION, KOLKATA  
TENDER NO. PSER:SCT:MIS-Q1981:19

|   |   |   |   |   |   |   |   |   |    |    |    |    |
|---|---|---|---|---|---|---|---|---|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|

|                                                                 |  |
|-----------------------------------------------------------------|--|
| Total Value of Work Done up to date (A)                         |  |
| Deduct Value of work shown on the last running account bill (B) |  |
| Net value of work done since last running account bill (C)      |  |

|                            |
|----------------------------|
| Rupees (In Words).....Only |
|----------------------------|

**II MEMORANDUM OF PAYMENT**

|   |                                                                                              |     |   |
|---|----------------------------------------------------------------------------------------------|-----|---|
|   |                                                                                              | Rs. | P |
| 1 | Total Value of work actually measured as per Account no I coloumn 10                         | (A) |   |
|   | Deduct amount of paym,ents already made as per last running account bill No ..... Dated..... |     |   |
| 2 | Forwarded to the Accounts Office on .....                                                    | (B) |   |
| 3 | Payments now to be made { (A) - (B)}                                                         | (C) |   |
| 4 | Deduct ammounts recoverable from the contractor on account of :                              | Rs  | P |
|   | a Material suplied by BHEL vide annexure A attached                                          |     |   |
|   | b Hire of Tools & Plants vide Annexure B attached                                            |     |   |
|   | c Other charges vide Annexure C attached                                                     |     |   |
|   | d Income Tax                                                                                 |     |   |
|   | Total deduction                                                                              |     |   |
| 5 | Balance                                                                                      |     |   |
| 6 | Refund of 50% of security deposite on completion of work                                     |     |   |
| 7 | Net amount to be paid to the Contractor                                                      |     |   |

**III. CERTIFICATE OF THE ENGINEER IN CHARGE**

The measurement on which the entries in coulms 7 to 12 of Part I of this bill (Account of work executed) are based were made by .....

- |   |                                                                                                                                           |
|---|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | (Name and designation)                                                                                                                    |
| 2 | A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached. |

Date:

Signature of Engineer in charge  
Designation

#### IV CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and  
Cretified that the measurements have been check measured to the prescribed extent by .....  
..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide  
2 pages.....)
- 3 Certified that the methods of measurement are correct
- 4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc
- 5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
- 6 Certified that all the recoverable amounts in respect of stores, tools and pallant, elwater, electricity charges etc, have been correctly made vide Annexures A
- 7 Certified that the issues of all stores as per statement atytached (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of \* Rs ..... (Rupees.....) (Only). To be paid in  
cash/by cheque in the presence of .....

#### ALLOCATION

The expenditure as under and to be included in the accounts for .....19

| Ledger Head | Debit<br>(Gross Amount) |       | Credit<br>(Deduction) |       |
|-------------|-------------------------|-------|-----------------------|-------|
|             | Rs.                     | P     | Rs.                   | P     |
| .....       | .....                   | ..... | .....                 | ..... |
| Total       | .....                   | ..... | .....                 | ..... |

\* Here specify the net amount payable

Signature of Senior Engineer  
Date

**V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE**

Account Bill no..... Dated .....  
Entered in Journal book vide entry No.....Dated.....  
Passed for.....Rs.....  
Less Deductions.....Rs.....  
(Rupees.....Only)  
Payable to Shri/M/s..... by cheque/cash  
Entered in contractors' Ledger no..... Page

|                        |                                      |                             |
|------------------------|--------------------------------------|-----------------------------|
| ALLOCATION             |                                      | Code No                     |
| Estimate No:           |                                      |                             |
| Name of the Work ..... |                                      |                             |
| Ledger Head            | Debit<br>(Gross Amount)<br>Rs      P | Credit<br>(Deduction)<br>Rs |
| .....                  | .....                                | .....                       |
| Total                  | .....                                | .....                       |

|           |            |                  |
|-----------|------------|------------------|
| Assistant | Accountant | Accounts officer |
| Date:     | Date:      | Date:            |

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness  
Address

Revenue Stamp  
Signature of Contractor  
Date:

**VII . ENTRIES TO BE MADE BY TREASURY SECTION**

Cash book entry no and date :

Amount Paid   Rs.....  
Amount unpaid   Rs.....  
Total   Rs.....

Signature of Cashier  
Date:

ANNEXURE A

Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated .....

| SI No | Stores<br>Issue<br>voucher No<br>and date | Issue voucher<br>No and date<br>alloted by<br>stores to the<br>SIV | description<br>of material<br>issued to<br>the<br>contractor | Quantity<br>issued | Quantity<br>actually<br>incorporated<br>in the work | Whether<br>recoverabl<br>e from the<br>contractor<br>or supplied<br>free | Rate at<br>which<br>recoverable |   | Amount<br>Recoverabl<br>e |   | Amount<br>recoverable<br>upto<br>previous bill |   | Balance<br>Now<br>recovered |   | Remarks |
|-------|-------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------|--------------------|-----------------------------------------------------|--------------------------------------------------------------------------|---------------------------------|---|---------------------------|---|------------------------------------------------|---|-----------------------------|---|---------|
|       |                                           |                                                                    |                                                              |                    |                                                     |                                                                          | Rs                              | P | Rs                        | P | Rs                                             | P | Rs                          | P |         |
| 1     | 2                                         | 3                                                                  | 4                                                            | 5                  | 6                                                   | 7                                                                        | 8                               |   | 9                         |   | 10                                             |   | 11                          |   | 12      |

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE A

Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

| SI No | Stores<br>Issue<br>voucher No<br>and date | Issue voucher<br>No and date<br>alloted by<br>stores to the<br>SIV | description<br>of material<br>issued to<br>the<br>contractor | Quantity<br>issued | Quantity<br>incorporated<br>in the work | Issue Rate |   | Amount<br>Recoverabl<br>e |   | Amount<br>recoverable<br>upto<br>previous bill |   | Balance Now<br>recovered |   | Remarks |
|-------|-------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------|--------------------|-----------------------------------------|------------|---|---------------------------|---|------------------------------------------------|---|--------------------------|---|---------|
|       |                                           |                                                                    |                                                              |                    |                                         | Rs         | P | Rs                        | P | Rs                                             | P | Rs                       | P |         |
|       |                                           |                                                                    |                                                              |                    |                                         |            |   |                           |   |                                                |   |                          |   |         |
| 1     | 2                                         | 3                                                                  | 4                                                            | 5                  | 6                                       | 7          |   | 8                         |   | 9                                              |   | 10                       |   | 11      |

Total .....

Add Departmental Charges .....

Add Sales Tax (wherever applicable) .....

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

| SI No<br>1 | Description of tools &<br>plants issued<br>2 | Period for<br>which<br>issued<br>3 | Rate at which Recivry<br>is to be made<br>4 | Amount<br>recoverabl<br>e<br>Rs P<br>5 |  | Amount recoverable upto<br>previous bill<br>Rs P<br>6 |  | Balance Now<br>recovered<br>Rs P<br>7 |  | Remarks<br>8 |
|------------|----------------------------------------------|------------------------------------|---------------------------------------------|----------------------------------------|--|-------------------------------------------------------|--|---------------------------------------|--|--------------|
|            |                                              |                                    |                                             |                                        |  |                                                       |  |                                       |  |              |

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s.....  
ment/Work Order No.....Dated.....

| Sr.No | Particulars                                                                    | Unit | Quantity | Rate<br>Rs. P. | Amount<br>recoverable<br>Rs. P | Amount<br>recovered<br>upto<br>previous<br>bill<br>Rs. P. | Amount now<br>recovered<br>Rs. P. | Remarks |
|-------|--------------------------------------------------------------------------------|------|----------|----------------|--------------------------------|-----------------------------------------------------------|-----------------------------------|---------|
| 1     | 2                                                                              | 3    | 4        | 5              | 6                              | 7                                                         | 8                                 | 9       |
|       | 1 Water Charges                                                                |      |          |                |                                |                                                           |                                   |         |
|       | 2 Electricity Charges                                                          |      |          |                |                                |                                                           |                                   |         |
|       | 3 Seignorage Charges                                                           |      |          |                |                                |                                                           |                                   |         |
|       | 4 Medical Charges                                                              |      |          |                |                                |                                                           |                                   |         |
|       | Cost of<br>empty<br>gunny bags<br>and empty<br>containers<br>not<br>5 returned |      |          |                |                                |                                                           |                                   |         |
|       | 6                                                                              |      |          |                |                                |                                                           |                                   |         |
|       | 7                                                                              |      |          |                |                                |                                                           |                                   |         |
|       | 8                                                                              |      |          |                |                                |                                                           |                                   |         |
|       | 9                                                                              |      |          |                |                                |                                                           |                                   |         |
|       | 10                                                                             |      |          |                |                                |                                                           |                                   |         |
| Total |                                                                                |      |          |                |                                |                                                           |                                   |         |

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

Form WAM 7 (Contd.)

**ANNEXURE D -**  
**DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

| Sl. No. | Description of item | Unit | Quantity as per agreement | Quantity as executed | Rate as per agreement<br>Rs. P. | Rate as executed<br>Rs. P. | Amount as per agreement<br>Rs. P. | Amount as executed<br>Rs. P. | Difference |         | Reason for the deviation with authority, if any |
|---------|---------------------|------|---------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------|------------------------------|------------|---------|-------------------------------------------------|
|         |                     |      |                           |                      |                                 |                            |                                   |                              | Excess     | Savings |                                                 |
| 1       | 2                   | 3    | 4                         | 5                    | 6                               | 7                          | 8                                 | 9                            | 10         | 11      | 12                                              |

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

**ANNEXURE E**

Statement showing the consumption of materials issued to the contractor Shri/M/s.....  
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

**ON RECOVERY BASIS**

| Sl. No. | Description of material | Unit | Quantity actually issued | Quantity actually incorporated in the work | Balance | Particulars of disposal of balance | Quantity to be issued as per approved data for work actually done | Variation in consumption (Difference between column 5 and 8) |      | Rate chargeable for excess/short consumption, if any | Amount recoverable for excess/short consumption, including materials not returned |    |
|---------|-------------------------|------|--------------------------|--------------------------------------------|---------|------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|------|------------------------------------------------------|-----------------------------------------------------------------------------------|----|
|         |                         |      |                          |                                            |         |                                    |                                                                   | More                                                         | Less | Rs. P.                                               | Rs. P.                                                                            |    |
| 1       | 2                       | 3    | 4                        | 5                                          | 6       | 7                                  | 8                                                                 | 9                                                            | 10   | 11                                                   | 12                                                                                | 13 |
| 1.      | Cement                  |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 2.      | Bricks                  |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 3.      | Wood.....               |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 4.      | Asbestos Sheet          |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 5.      | Iron Materials          |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 6.      |                         |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 7.      |                         |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 8.      |                         |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 9.      |                         |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |
| 10.     |                         |      |                          |                                            |         |                                    |                                                                   |                                                              |      |                                                      |                                                                                   |    |

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.



| <b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>                                                                                                                                                                                                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| (Correct particulars and answers to be recorded)                                                                                                                                                                                                                                                                                                                                |  |
| Name of the work :                                                                                                                                                                                                                                                                                                                                                              |  |
| Name of the Contractor :                                                                                                                                                                                                                                                                                                                                                        |  |
| Date of commencement of the work:                                                                                                                                                                                                                                                                                                                                               |  |
| Contract agreement/work ordered no. and date:                                                                                                                                                                                                                                                                                                                                   |  |
| Reference to supplementary agreement no,if any :                                                                                                                                                                                                                                                                                                                                |  |
| Whether administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference                                                                                                                                                                                                                                                     |  |
| Whether sanction of the competent authority and financial concurrence of the Accounts Department for award of the work has been accorded ? If so,cite reference.                                                                                                                                                                                                                |  |
| Whether the work has been completed in time ? If not ,whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given) |  |
| (a) Whether the rates allowed in the bill have been checked with the contract agreement ? (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together with rate analysis? If so,cite reference.                                                                          |  |
| Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.                                                                                                                                                                                                                                                 |  |
| Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in consultation with Finance?                                                                                                                                                                                                           |  |
| Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?                                                                                                                                                                                                                               |  |

| <b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>                                                                                                                                                                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| (Correct particulars and answers to be recorded)                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such returned stores vouchers have been shown in stores statement? If not, whether the cost of such excess material has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill? |  |
| Whether consumption of materials shown has been technically checked by Senior Engineer?                                                                                                                                                                                                                                                                                                                                               |  |
| Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?                                                                                                                                                                                                                    |  |
| Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurement books?                                                                                                                                                                                                                                                                           |  |
| Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Accounts Department?                                                                                                                                                                                                                                                                        |  |
| Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially                                                                                                                                                                                                                                                                         |  |
| Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.                                                                                                                                                                                                                                                                                                 |  |
| Whether all advance payments on running Accounts have been recovered?                                                                                                                                                                                                                                                                                                                                                                 |  |
| Whether all the recoveries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?                                                                                                                                                                                   |  |
| Whether the files containing abstracts from measurement books/ standard measurement books have been completed/ updated?                                                                                                                                                                                                                                                                                                               |  |
| Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?                                                                                                                                                                                                                                                                                                             |  |

| <b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>                                                                                                                                                                                                                                                                                             |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| (Correct particulars and answers to be recorded)                                                                                                                                                                                                                                                                                                                          |                                 |
| Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?                                                                                                                                                         |                                 |
| Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?                                                                                                                                                                                                                                               |                                 |
| Whether final measurements have been taken as soon as possible after completion of work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts?                                                                                                                                                      |                                 |
| In respect of Quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts?                                                                                                                                                                                                          |                                 |
| Whether the Expenditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?                                                                                                                                                                                                                                                  |                                 |
| Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority competent to sanction the excess?                                  |                                 |
| (a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? (b) If not, whether security deposit has been proposed to be recovered from the final bill? |                                 |
| Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.                                                                                                                                                                                                                                                       |                                 |
| Signature of Engineer in Charge                                                                                                                                                                                                                                                                                                                                           | Signature of Engineer in Charge |
| Date:                                                                                                                                                                                                                                                                                                                                                                     | Date:                           |



PS-

## Page 1 of 6

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

## Date of Plan/ Review.....

| SN.   | Description of Work                                                               | Unit of Measurement | Unit Rate | Planned                                                  |           | Cumulative Shortfall attributable to contractor upto last month (Refer Note 1) |           | Achieved |           | Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D) |           | Cumulative Shortfall attributable to Contractor upto & including this month |           | REMARKS<br>(Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.) |
|-------|-----------------------------------------------------------------------------------|---------------------|-----------|----------------------------------------------------------|-----------|--------------------------------------------------------------------------------|-----------|----------|-----------|---------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------|
|       |                                                                                   |                     |           | (QTY Planned for the month as per Part –C of last month) |           |                                                                                |           |          |           |                                                                     |           |                                                                             |           |                                                                                                           |
| (a)   | (b)                                                                               | (c)                 | (d)       | A                                                        |           | B                                                                              |           | C        |           | D                                                                   |           | E=A+B-C-D                                                                   |           |                                                                                                           |
|       |                                                                                   |                     |           | Phy.                                                     | Financial | Phy                                                                            | Financial | Phy.     | Financial | Phy.                                                                | Financial | Phy.                                                                        | Financial |                                                                                                           |
|       |                                                                                   |                     |           |                                                          |           |                                                                                |           |          |           |                                                                     |           |                                                                             |           |                                                                                                           |
|       | Value of Other Items not mentioned above but planned to be executed in this month |                     |           |                                                          |           |                                                                                |           |          |           |                                                                     |           |                                                                             |           |                                                                                                           |
| Total |                                                                                   |                     |           |                                                          | ΣA        |                                                                                | ΣB        |          | ΣC        |                                                                     | ΣD        |                                                                             | ΣE        |                                                                                                           |

CONTRACTOR  
(Sign with name, designation and date)

|                                                                                          |                                       |             |
|------------------------------------------------------------------------------------------|---------------------------------------|-------------|
| <br>PS- | MONTHLY PLAN & REVIEW WITH CONTRACTOR | Page 2 of 6 |
|------------------------------------------------------------------------------------------|---------------------------------------|-------------|

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

**PART- A: Contd.....**

Note 1: In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month =  $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$   
In case,  $(\Sigma E - \Sigma B)$  is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

|                                                                                          |                                                  |                           |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|
| <br>PS- | <b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b> | Page <b>3</b> of <b>6</b> |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

**PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF .....**

Date of Plan/ Review.....

**CONTRACTOR'S SCOPE: -**

| SN. | PLAN                                                       |     |                             |                                                                           | DEPLOYMENT STATUS        |                                    |                                            |                                                        |
|-----|------------------------------------------------------------|-----|-----------------------------|---------------------------------------------------------------------------|--------------------------|------------------------------------|--------------------------------------------|--------------------------------------------------------|
|     | Major T&P to be deployed as per work planned for the month | QTY | Deployment Period (in days) | Weightage assigned to planned T&P (in fraction such that $\Sigma C = 1$ ) | Actual Deployed Quantity | Actual Deployment Period (in days) | Weighted T&P Deployed                      | REMARKS (Works affected due to non-deployment of T&Ps) |
|     |                                                            | A   | B                           | C                                                                         | D                        | E                                  | $F = (C \times D \times E) / (A \times B)$ |                                                        |
|     |                                                            |     |                             |                                                                           |                          |                                    |                                            |                                                        |

Note: In case,  $E > B$ , it shall be considered as  $E = B$ . Similarly, in case  $D > A$ , it shall be considered as  $D = A$ .  
Percentage of T&P Deployed =  $\Sigma F \times 100$

**BHEL SCOPE: -**

| SN. | PLAN                                                       |     |                             | DEPLOYMENT STATUS        |                                    |                                                        |
|-----|------------------------------------------------------------|-----|-----------------------------|--------------------------|------------------------------------|--------------------------------------------------------|
|     | Major T&P to be deployed as per work planned for the month | QTY | Deployment Period (in days) | Actual Deployed Quantity | Actual Deployment Period (in days) | REMARKS (Works affected due to non-deployment of T&Ps) |
|     |                                                            |     |                             |                          |                                    |                                                        |

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

|                                                                                          |                                                  |                           |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|
| <br>PS- | <b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b> | Page <b>4</b> of <b>6</b> |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

**PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF .....**

Date of Plan/ Review.....

**CONTRACTOR'S SCOPE: -**

| SN. | Area of Work | Category of Labour | No. of Labour required as per category | Deployment Period (in days) | No. of Labour actually deployed | Actual Deployment Period (in days) | REMARKS<br>(Works affected due to non-availability of labour) |
|-----|--------------|--------------------|----------------------------------------|-----------------------------|---------------------------------|------------------------------------|---------------------------------------------------------------|
|     |              |                    | A                                      | B                           | C                               | D                                  |                                                               |
|     |              |                    |                                        |                             |                                 |                                    |                                                               |

Percentage of Manpower Deployed= $100 \times \frac{\sum(C \times D)}{\sum(A \times B)}$

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

|                                                                                          |                                                  |                           |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|
| <br>PS- | <b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b> | Page <b>5</b> of <b>6</b> |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

**PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e. ....**

Date of Plan .....

| SN. | Description of work | Original Planned Quantity | Planned Quantity (excluding shortfalls attributable to contractor till date) | Unit of Measurement | T&Ps Required                                              |          |                                                            |          | Manpower Required  |                                        | REMARKS<br>(Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given) |
|-----|---------------------|---------------------------|------------------------------------------------------------------------------|---------------------|------------------------------------------------------------|----------|------------------------------------------------------------|----------|--------------------|----------------------------------------|------------------------------------------------------------------------------------------------------|
|     |                     |                           |                                                                              |                     | Contractor Scope                                           |          | BHEL Scope                                                 |          | Category of Labour | No. of Labour required as per Category |                                                                                                      |
|     |                     |                           |                                                                              |                     | Major T&P to be deployed as per work planned for the month | Quantity | Major T&P to be deployed as per work planned for the month | Quantity |                    |                                        |                                                                                                      |
|     |                     |                           |                                                                              |                     |                                                            |          |                                                            |          |                    |                                        |                                                                                                      |

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: “Original Planned Quantity” shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

|                                                                                          |                                                  |                           |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|
| <br>PS- | <b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b> | Page <b>6</b> of <b>6</b> |
|------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|

|                 |  |                    |  |
|-----------------|--|--------------------|--|
| Name of Project |  | Contract No.       |  |
| Name of Work    |  | Name of Contractor |  |

**PART – D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH.....**

| SN. | Description of Work<br>(from Part-A) | Quantities Affected    |                             | Reasons for Shortfall attributable to<br>BHEL | Agency responsible for<br>reasons for Shortfall | Remarks (Supporting Documents in respect of<br>agency responsible) |
|-----|--------------------------------------|------------------------|-----------------------------|-----------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------|
|     |                                      | (Physical<br>Quantity) | Unit of<br>Measu-<br>rement |                                               |                                                 |                                                                    |
| 1   | 2                                    | 3                      | 4                           | 5                                             | 6                                               | 7                                                                  |
|     |                                      |                        |                             |                                               |                                                 |                                                                    |

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

BHEL  
(Sign with name, designation and date)

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to ( Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>2</sup> valued at Rs.....<sup>2</sup> ( Rupees -----)for <Nature of Work><sup>3</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- ( Rupees -----)<sup>4</sup> without any demur, immediately on a demand from the Employer, .

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. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier 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 Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... BANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

*Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.*

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

**1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**2. In Case of Bank Guarantees submitted by Foreign Vendors-**

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE  
BOND**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region<sup>1</sup>> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

**BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE  
BOND**

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.-----  
- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place<sup>2</sup>** > only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
  - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
  - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
  - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
  - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
  - PSNR : Delhi
  - PSER : Kolkata
  - PSWR: Nagpur
  - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

**BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHELD/LIQUIDATED DAMAGES AMOUNT**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup>(hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the .....having its registered office at \_\_\_\_\_ <sup>1</sup>(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>2</sup>valued at Rs.....( Rupees -----) for <Nature of Work><sup>3</sup>(hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by.....(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rs .....by way of LD as per the Contract. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs.....withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees.....only) <sup>4</sup>

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- ( Rupees -----) without any demur, merely on a demand from the Employer

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. \_\_\_\_\_

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier 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 Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... BANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/ Supplier's liabilities.

This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> *DATE OF EXPIRY OF CLAIM PERIOD*

<sup>7</sup> *BG AMOUNT IN FIGURES AND WORDS.*

<sup>8</sup> *VALIDITY DATE*

<sup>9</sup> *DATE OF EXPIRY OF CLAIM PERIOD*

**Note:**

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
- 2. In Case of Bank Guarantees submitted by Foreign Vendors-**
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter referred to as the 'Contractor/Supplier/Fabricator' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No.....dated .....<sup>2</sup> valued at Rs.....( Rupees -----) for <Nature of Work><sup>3</sup> (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs.\_\_\_\_\_ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees.....)<sup>4</sup> in the manner hereinafter specified for the due safeguard of the free issue material,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- ( Rupees -----) without any demur, merely on a demand from the Employer, .

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. \_\_\_\_\_

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier 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 Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... Bank further agree that the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**  
**(On non-Judicial paper of appropriate value)**

**Bank Guarantee No.....**

**Date.....**

**To**

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions) M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of..... for.....<sup>3</sup>. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.<sup>4</sup>(name of the Employer)

The Tender Conditions provide that the **Tenderer** shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,,

we, the .....[Name & address of the Bank] ..... having our Head Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. <sup>5</sup> .....(\*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be

conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer 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 Tender or to extend the time of submission of bids from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tendered or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> *Details of the Invitation to Bid/Notice Inviting Tender*

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name and Address of BHEL Unit/Division/Region (Already filled up)*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *Date of Expiry of Claim Period*

**Note:**

**1. Units are advised that expiry of claim period may be kept 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.**

**2. In Case of Bank Guarantees submitted by Foreign Vendors-**

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
  - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
  - b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch** of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
  - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
  - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.