



TENDER

Rate contract for inspection of sub contracted & bought out items ordered by Bhel Bhopal on local industries in & around Bhopal (M.P) including Govindpura, Habibganj and Mandideep.

**QUALITY CONTROL ANCILLARY DEPARTMENT
(QIX-GOVINDPURA)
QUALITY-DIVISION**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)BHOPAL - 462 022 (M.P)



**TENDER SPECIFICATION-WORKS CONTRACT FOR APPOINTMENT OF THIRD
PARTY INSPECTION AGENCY**

TENDER SPECIFICATION
NO. BP/QIX/TPIA/2022 REV. 02
DATE: 14.05.2022

**QUALITY CONTROL ANCILLARY (QIX)
GOVINDPURA OFFICE
BHARAT HEAVY ELECTRICALS LIMITED – BHOPAL**

TENDER SPECIFICATION
FOR WORKS CONTRACT WITH
THIRD PARTY INSPECTION AGENCY
FOR BOUGHT OUT & SUB-CONTRACTED ITEMS OF BHEL BHOPAL
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QUALIFICATION AND ELIGIBILITY REQUIREMENT

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SECTION - I**QUALIFICATION AND ELIGIBILITY REQUIREMENT**

Clause Nos.		Contents	Any other Remark
1.0		<u>PQR Criteria</u>	
	1.1	<u>Technical Criteria</u>	
	1.1.1	<p>Bidder Head Quarters / Corporate Office, located in India must be accredited in accordance with ISO/IEC 17020:2012 by NABCB.</p> <p>The bidding organization shall have well-established Quality Management Division for providing Third Party Inspection services. The inspection agency should have valid certificate from NABCB (National accreditation Board for Certification Body) and should have valid accreditation certificate for compliance of ISO/IEC 17020:2012. The validity of certificate shall be maintained throughout the contract period. The bidder shall have sound organization capable of meeting BHEL's requirements with high degree of accuracy and timeliness.</p>	-
	1.1.2	<p>Bidder headquarters / corporate office, located in India must be an ISO 9001:2015 certified by an agency which is accredited by an IAF member body (which is signatory to their multilateral mutual recognition arrangement). Bidder shall maintain the validity during the entire contract period.</p>	-
	1.1.3	<p>Experience of having successfully completed similar works (The bidder, should have experience of carrying out inspection of equipment supplies associated with contracts) during last 7 year ending Mar 2022, should be either of the following:</p> <p>(a) One similar completed works in each of the contract value 19.91 Lakhs or more Or</p> <p>(b) Two similar completed works in each of the contract value 12.44 lakhs or more. Or</p> <p>(c) Three similar completed works in each of the contract value 9.95 lakhs or more.</p> <p>Note: Work should be related to Third Party Inspection Services for carrying out inspection of equipment supplies associated with contracts of reputed organizations like BHEL, NTPC, NHPC, NPCIL, HPGCL, HPCL, BPCL, PGCIL, EIL, ONGC, IOCL, SEBs, Defence organizations etc.</p> <p><u>Inspection contracts, as referred above, should be for inspection among following:</u></p> <ul style="list-style-type: none"> • power plant equipment (thermal, gas, hydro, nuclear, 	-

			<p>ccp and renewable) or</p> <ul style="list-style-type: none"> • power transmission system and equipment or • transportation equipment (locomotives, emu coaches, shipping etc) or oil & gas equipment 	
	1.2		<u>Financial Criteria</u>	
		1.2.1	<p>(i) The bidder should have average annual financial turnover during the last three years ending 31st March of 2021 (i.e. 2018-19, 2019-20 & 2020-21), should be at least 7.47 Lakhs from Inspection services within India only.</p> <p>(ii) Bidder should have valid pan card and GST registration certificate.</p>	-
			PQR CRITERIA Valid Documentary evidences required / list of documents to be submitted/ furnished	
			<p><u>CERTIFICATION: REQUIREMENT(S) AS PER PQR CLAUSE 1.1 (Technical criteria)</u></p> <p>1. The valid certificates of ISO/IEC 17020:2012 (by NABCB), IAF scope 17, IAF scope 18 and IAF scope 19 of designated headquarters / corporate office in India.</p> <p>2. Valid ISO 9001-2015 certificate of designated head quarter/ corporate office in India.</p> <p>3. Letter of award (LOA) or work order of executed contract along with completion certificate or performance certificate or any other relevant document which prove that bidder has executed/ completed the work order as per terms and condition of awarded contracts.</p>	-
			<p><u>CERTIFICATION: REQUIREMENT(S) AS PER PQR CLAUSE 1.2 (Financial criteria)</u></p> <p>1. Certificate from chartered accountant certifying the revenue from inspection services within India only, for all the said financial years.</p> <p>2. Audited balance sheet (asset and liability statement) and income statement (P&L statement) of last three financial years ending on 31-03-2021 or corresponding financial year followed by the bidder.</p> <p>3. Valid pan card and GST registration certificate.</p>	-
2.0			Man Power Requirements & other conditions	

		<p>2.1</p> <p>2.2</p> <p>2.3</p>	<p>For BHEL jobs the Bidder should have a team of minimum 10 (Ten) qualified and experienced persons in mechanical, electrical, Controls & Instrumentation and Metallurgy disciplines, engaged in inspection work in Engineering Industry as under: - Engineers (BE)-07 Nos., Diploma-03 Nos.</p> <p>75% of above manpower will be mechanical & 25% electrical.</p> <p>All the Mechanical Discipline Inspection Engineers shall have Valid certificates as per ASNT/ISNT Level-II in all the five fields of: Radiography, Ultrasonic, Penetrating Test, Magnetic Particle and Visual Testing. Only Level-II qualified person in respective NDT shall verify or witness the NDE test Report/ results.</p> <p>In case any requirement of NDT Level-III qualified person arises during the course of contract, the same shall be arranged by the contractor from his own resources without any price implications.</p> <p>Bidder shall submit the bio-data of all persons, engaged in inspection, including qualification duly verified by the bidder (Technical/ additional), experience, field of expertise and attested specimen signature at S. No 5.16 of “Particulars of Inspection Agency”. The Bidder shall submit the bio data of the inspection engineers (refer Note cl 2.3) for approval by BHEL Bhopal Unit. Only BHEL Bhopal Unit approved Inspection engineers will be deputed for inspection. The approved list will be maintained by the bidder and addition/deletion will be informed to the BHEL Bhopal unit by the bidder. In case of termination/resignation of TPIA personal suitable replacement by selection of inspection personal (refer Note cl 2.3) shall be made within 15 days by Bidder. Age of inspection engineers employed not to exceed 50 years.</p> <p>For critical items identified by BHEL Bhopal units (Refer Annexure-II), BHEL Bhopal Unit may select inspectors from the already approved list.</p> <p>For inspection, Bidder shall ensure deployment of:</p> <ul style="list-style-type: none"> i) Metallurgical/Mechanical Engineer with NDT qualification for castings, forgings, bars, billets, blooms etc. ii) Electrical engineer for electrical items. iii) Instrumentation Engineer/ Electrical engineer for Instrumentation Controls and protections. iv) Mechanical Engineer for Mechanical items (fabrication, machining etc.) <p>Note:</p> <ol style="list-style-type: none"> 1. All Inspection personnel being offered to BHEL unit shall be regular employees or shall have at least three years of running contract with bidder. No consultant or Freelancer is allowed for BHEL Bhopal inspections. 2. Each bidder shall also have one full time in charge (in addition to total inspection personal as per contract) to control/guide and co-ordinate with all related Product QCs and concerned and submit report as per contract requirements. AGE: - Up to 60 (Sixty) 	-
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			<p>years.</p> <p>Qualification & Experience (In charge personnel): -BE with minimum 10 (Ten) years Quality inspection experience.</p> <p>3. BHEL shall verify the qualification and experience records of all inspectors and in addition separate interview by BHEL official/committee will be conducted and the candidates qualifying in interview only will be finally accepted by BHEL for inspection work. Approval by BHEL shall not absolve the bidder of their responsibility for ensuring correctness of inspection and timely attending the calls. It will be responsibility of the bidder to ensure that suitable candidates are only employed for inspection of BHEL jobs. Thorough verification of qualification records, experience and knowledge shall be ensured by bidder. BHEL also reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract.</p>	
		2.5	<p>All inspection personnel, engaged in inspection, should have at least following qualification and experience:</p> <p>Qualification: Graduation/diploma in Engineering with min 60% of marks or first Class graduate degree/diploma.</p> <p>Experience: BE: 3 Years in inspection activity. Diploma: 5 years in inspection activity. The experience should be in Heavy Engg. Industries (Power equipment, Transportation equipment, Defence items etc.) Deployment of NTPC, PGCIL & NPCIL approved inspectors shall be preferable.</p>	-
3.0		3.1	BHEL reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract.	-
		3.2	BHEL shall verify the qualification and experience records of all inspectors and in addition separate interview by BHEL official/committee will be conducted and the candidates qualifying in interview only will be finally accepted by BHEL for inspection work. Approval by BHEL shall not absolve the bidder of their responsibility for ensuring correctness of inspection and timely attending the calls. It will be responsibility of the bidder to ensure that suitable candidates are only employed for inspection of BHEL jobs.	-
		3.3	Thorough verification of qualification records, experience and knowledge shall be ensured by bidder. BHEL also reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency during the currency of the contract, and BHEL can ask bidder to increase the number of Inspection Engineers/Diploma holder (more than minimum requirement stated in clause 2) any time during the bid or during operation of contract. Additional Manpower must fulfil the same qualification & Experience requirement as per clause 2. However, the approval of	-

			those additional Manpower is at sole discretion of BHEL only. It is not binding on BHEL to accept/approve these additional Inspection Engineers/Diploma holder.	
4.0			No deviation shall be allowed in respect of minimum qualification requirements stipulated in above Clauses. Any offer not meeting above requirements shall stand rejected.	

SECTION – II
GENERAL REQUIREMENTS

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2.0		GENERAL REQUIREMENTS
	2.1	<p>Introduction: Bharat Heavy Electrical Limited (BHEL), a Maharatna Public Sector Undertaking, is one of the largest Engineering & Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p>As a strategic shift of focus to other segments of quality operations, BHEL BHOPAL proposes to empanel TPI Agency to partly share our endeavours for ensuring quality of inputs purchased by BHEL BHOPAL.</p> <p>BHEL Bhopal is one of the oldest manufacturing unit of BHEL Corporation Manufacturing and supplying equipment's for power generation, transmission & utilisation, controls for Indian Railways and Defence ONGC, State Electricity Boards, NTPC, NPC, NHPC and various industries and Targeting Annual Turnover of 4160 + Crores in 2022-23. Further details of operations are as given below:</p> <p>BHEL Bhopal plant is manufacturing following Products and are of different ratings:</p> <p>Hydro Turbines, Hydro Generators, Steam Turbines, Heater & Condensers, and their related items, Electrical Machines and Motors of different ranges including Traction Motors, Transformers CT, CVT, Bushings and Capacitors, Switchgears, Control gears and Rectifiers Ref Annexure –I. These products confirm to various Statutory code and latest National & International standards like IBR, ASME. ASTM, DIN. DS, IS, ANSI, TEMA etc.</p> <p>BHEL Bhopal has local Ancillary base in and around Bhopal mainly at three locations – 1) Govindpura 2) Habibganj and 3) Mandideep (25 KM away) involving more than 250 industries. and is planning to subcontracted approximately Rs. 299.52 Crores (+/- Depending upon the market condition) during Fin. yr. 2022-23 & 2023-24 (2 Years). BHEL Bhopal is subcontracting for Fabrication, Machining, Electrical & Insulation items of various product groups to approve local industries. Also a sizeable portion of bought out items /purchase items consisting of mechanical, electrical, insulation and electroplating, raw material, hardware etc. Ordered on above industries and used in BHEL products. The criticality of inspection of items is summarised in Annexure –II.</p> <p>BHEL is organising their inspection activity during the manufacturing operation by its own staff and by engaging Third Party Inspection Agencies for sub-contracted items. BHEL has authorised agencies for NDT (to be deployed by industry) for carrying out NDT activity in industries in and around Bhopal. Inspection calls are booked by the industries through B 2 B system of BHEL Computer Network for QIX and TPIA (s) inspection on daily basis and are to be attended within 24 hours. The completion of the call is reckoned on the basis of Tax invoice/challan clearance based on SUPPLIER'S compliance of meeting inspection requirements given in the PO, drawing, specification, quality plans & customer witnesses wherever called upon. The quarter wise inspection calls made during April 2021 to Feb. 2022 are as summarized below for understanding:</p> <p>April to June= 2256 Nos., July to Sept= 3358 Nos., Oct.to Dec= 2297 Nos, Jan to Feb. = 1102 Nos.</p> <p>These calls include stage as well as Final inspection stage clearances.</p>

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		<p>The bills of TPIA are submitted on monthly basis and payments are made as per company policy. The TPIAs activities are governed & subjected to various Govt. legislations and compliance of statutory requirements.</p> <p>The scope of work and other requirements are given in forthcoming sections.</p>
2.2		Scope of work:
	2.2.1	Inspection of Bought out and sub-contracted items ordered by BHEL Bhopal Units at location Govindpura, Habibganj & Mandideep (for indigenous and export contracts) at sub-contractor's works & testing laboratories and finished item at Bhopal plant on request of customer. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Transmission, Distribution and Industry Sector. Expected estimated Value of goods to be offered for inspection is approximately Rs. 299.52 Crores (+/- Depending upon the market condition) during Fin yr. 2022-23 and 2023-24.
	2.2.2	Co-ordination with BHEL's Customers for joint inspection and clearance.
	2.2.3	The Inspection Agency shall have to attend inspection calls in and around Bhopal at suppliers/ sub-suppliers works and Testing Laboratories. An Indicative list of places is given at 2.7 for reference.
	2.2.4	An indicative list of items / materials, which are normally inspected, is given as Annexure -II.
	2.2.5	Exact scope of work shall be defined by BHEL ASC & Quality Departments through its Purchase Order on subcontractors, Drawings, Quality Plan, Quality Control procedures, specifications, checklists, Workers Qualifications etc.
	2.2.6	Inspection call: Inspection calls shall be booked by sub contractors using BHEL Bhopal B2B Website under Ancillary Call Booking System. The components inspected and found satisfactory shall be accepted by signing the supplier's observation report / challan. Inspection for finished items at BHEL Bhopal shall be coordinated by QIX on request of concerned Commercial department.
	2.2.7	Inspection Documents: The copy of Purchase Order/BHEL Invoice and applicable documents like Quality Plan, Approved Drawing, Datasheet, Purchase Specification, checklist etc. shall be provided by sub-contractor's works before inspection. Inspection shall be carried out based on the above inspection documents provided.
	2.2.8	Coordination with BHEL customer:
	2.2.8.1	Coordination with Customer shall be done by the inspection agency for arranging joint inspection and obtaining Customer Hold Point (CHP) clearance and Material Dispatch clearance certificate (MDCC).
	2.2.8.2.	In case, customer inspection is required after BHEL inspection, the inspection agency shall carry inspection on behalf of BHEL before offering to the customer. Further coordination will be done by Inspection Agency till receipt of CHP/ MDCC.
	2.2.9	Time for attending inspection call:
	2.2.9.1	a) The inspection call shall be attended within 24 hours from the date of receipt of call. Calls not attended within 24 hours will be viewed seriously and repeated failures may lead to cancellation of contract. In emergencies / exceptional cases, TPIA's have to provide the services at short notice, in extended working hours, Sundays, Holidays and in odd hours also. TPIA's have to arrange their own transporting arrangements to reach the sub-contractor's works for inspection. Residence of TPIA inspectors shall be within 10 kms from BHEL Bhopal for easy accessibility.

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		<p>b) All inspection calls booked up to 10 AM on a day must be inspected on the same day. Any inspection call booked after 10 AM shall be accounted in next day call. However urgent / critical inspections shall be carried out as per BHEL's requirements. Pending calls from previous delay shall be inspected first. Priority given by QIX –BHEL to meet production urgencies shall be given preference. The local head of the inspection agency shall regularly discuss with QIX Head / Rep. about the no. and nature of inspection calls booked and inspectors being deployed.</p> <p>c) Inspection Agency may be required to work after 5 PM or on Sundays or holidays, depending upon the urgency of jobs / pending inspection calls.</p> <p>d) BHEL reserve the right to undertake day to day supervision of the Inspection work of Inspection Agencies at BHEL's option. Inspection Agencies must not have any objection to it.</p>
	2.2.9.2	If the proposed date / time in the inspection call provide a notice in advance, the inspection shall be attended on the proposed date/ time.
	2.2.9.3	In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail
2.2.10		Inspection Methodology: Inspection shall be carried out as per provision of BHEL Order on sub-contractors, Drawings, Quality Plan, Quality Control procedures, specifications, checklists, painting schemes etc.
	2.2.10.1	The stage inspection shall be done, if called for in Quality Plan, PO or any other applicable document at the works of sub-contractor or Testing Laboratory
	2.2.10.2	The sub-contractor's works shall provide all necessary facilities for carrying out inspection, measurements and testing. TPIA shall verify any requirement of special jigs, fixtures, tools, gauges for inspection mentioned in the applicable documents for inspection and ensure use of same.
	2.2.10.3	The sub-contractors shall ensure safe working condition during inspection. The TPIA should satisfy themselves for adequate safety. BHEL shall not be responsible for any loss/ damage on this account. TPIA has to perform the Inspection activities with the existing facilities at sub-contractor's works and no additional facility can be provided. Provision of PPE etc is in the scope of TPIA.
	2.2.10.4	The TPIA shall ensure use of calibrated measuring instruments and equipments while inspection.
	2.2.10.5	<p>The TPIA shall:</p> <p>i) Ensure Strict adherence to the Quality Plans, Specifications, Drawings, PO and general instructions given by BHEL Quality department from time to time.</p> <p>ii) Verify and ensure the availability of Qualification procedures for equipment, process & personnel for special Processes like welding, Heat Treatment, brazing, NDE, painting & metal coating etc. and wherever necessary conduct personnel qualification test, procedure qualification test, review of qualification records and surveillance audit check in connection with processes like welding, heat treatment, painting etc. as specified in BHEL documents. Also, the consumables used in welding, NDE and painting etc. shall be checked & recorded.</p> <p>iii) Verify Supplier's internal QC records.</p> <p>iv) Verify Compliance with process parameters as per Quality Plan or applicable document.</p> <p>v) Ensure Material Test Certificate, their make & traceability records to ensure use of correct material. Carry out inspection activities such as material identification, stamp transfers, In-Process inspection including fit-ups, Witness while Non destructive</p>

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		<p>examination as applicable, final inspection and documentation as specified in quality documents. Witness pressure and leak tests, functional tests or any other tests given in drawings and specifications. Carry out final visual & overall dimensional examination, as per relevant BHEL drawing/ standards. Witness at lab etc. Inspection for finished items at BHEL Bhopal as per Customer requirement.</p> <p>vi) Ensure Type- test certificate or any special certificate called for in the PO.</p> <p>vii) Review/Witness and endorse necessary sub-contractor's records including material TCs & checklists, intermediate/final inspection checklist, NDT/other test reports, log sheets and observation sheets as per agreed formats. In the dimension report the dimensions checked/ witnessed by TPIA shall be (Clearly mentioned) encircled and marked 'W'.</p> <p>viii) BHEL will furnish manufacturing drawings and related Quality Work Instructions to the away centre Sub-contractors. Raw material for the products to be manufactured will be procured by the respective Away centre fabrication vendors from the BHEL approved material suppliers as per conditions laid down by BHEL. The same shall be inspected and cleared by BHEL/QC based on physical verification by the TPIA and audit check by BHEL as required</p> <p>ix) Clearance of inspection on supplier's Tax invoice/challan. In case of process/product non – conformance, TPIA shall raise Non conformative report under information to Supplier and QIX BHEL Bhopal, In case of acceptance of process/product not-conforming to the P.O/ drawing/ spec. Requirements or partial inspection to be carried out, the challan shall carry suitable remarks referring to written/ email acceptance/ instructions from concerned BHEL executives in agreed format.</p> <p>x) Execute and provide quality services in a professional manner & commensurate with the available facilities. They also shall educate and guide the vendor for proper process control.</p>
	2.2.10.6	In case of non-conformance or ambiguity between Purchase specification, Approved Drg, Data Sheet, Quality Plan etc., inspection agency shall report Non-Conformance on the date of inspection itself and intimate the QIX BHEL Bhopal
	2.2.10.7	Inspection shall be treated as "Complete" only when final inspection report 'for acceptance' is issued after completing all stages of inspection.
	2.2.10.8	The accepted items shall be identified with seal and reference of seal given in the Inspection Report (IR)/ Green stickers duly filled by inspector. Location of seal/Green sticker shall be mentioned in the Inspection report.
	2.2.11	Inspection Job clearance:
	2.2.11.1	<p>a) After completion of inspection TPIA inspectors shall submit their inspection reports (all documents as per P.O./drg) to TPIA In-charge for examine and if it found acceptable same shall be submitted to QIX along with the inspection sheet as per annexure – IX. Local In charge of TPIA shall issue MDCC as per QIX format after review/Scrutiny of documents. The MDCC shall be checked on surveillance basis by QIX for correctness.</p> <p>b) After issuance of MDCC, the Inspection Agency shall clear the Supplier's Tax invoice/challan (after verification of documents stated in CHALLAN index sheet Ref para 2.2.11.2) by signing and putting their identification stamp if job conforms to drg & other related specification issue within 24 hours.</p> <p>c) Scanning of Inspection Record: Subsequently Scanning of signed Tax invoice/Challan of supplier along with records enclosed as per index sheet and uploading on BHEL Bhopal Unit server within</p>

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		three days from Inspection date shall be done by the TPIA without any additional charges. The working level details of BHEL Bhopal Unit level server shall be informed to the Inspection Agency.
	2.2.11.2	The Supplier's challan to be enclosed with Index Sheet Annexure –III indicating of records annexed which are as applicable. It shall be ensured that all records of verification and inspection are enclosed with challan. The supplier's challan will have following minimum information. - 1. Inspection call No. and Date 2. Sub contractor Name, Challan No. & Date 3. Purchase Order No. and item no. 4. Description of items 5. Date of completion of inspections 6. Drg. No. item No. Rev. No. Variant No. 7. Quantity accepted 8. Deviation / Concession, if any 9. CHP / MDCC No. (if applicable) 10. Details of short supplies along with quantity (Specify authority letter reference) 11. Details of loose items supplied along with quantity 12. Any other relevant information 13. Name & Signature of sub contractor 14. Enclosure as per index sheet
	2.2.11.3	The TPIA shall ensure that original signed supplier's Tax invoice/challan and all inspection records are submitted by supplier to the BHEL within 3 days from the date of final inspection.
	2.2.11.4	The TPIA's shall evaluate the quality performance of the Sub- Contractors as per the relevant guidelines issued by BHEL Bhopal and submit report to QIX BHEL Bhopal on critical observations. Gross inadequacies shall be brought to the notice of QIX BHEL Bhopal immediately for necessary follow up action
	2.2.11.5	Monthly Status Report: The inspection agency shall submit the monthly status report to QIX BHEL Bhopal indicating the details of inspection carried out, value of inspected items (Monthly + Cumulative), inspection charges, time taken to attend the call/ issue of report and pending inspection calls.
	2.2.11.6	The Inspection Agency shall furnish any other report as agreed mutually with the QIX BHEL Bhopal without any additional charges.
	2.2.11.7	Feedback Analysis: The inspection agency shall analyse the feedback/PMIRs given by QIX BHEL Bhopal, user or customer. The report of analysis and proposed corrective / preventive actions shall be given to QIX BHEL Bhopal within 7 days. No additional charges would be payable for this activity.
	2.2.11.8	Record Keeping: The TPIA shall retain the inspection record for a period of 2 years after inspection depending upon the contract period. BHEL related Inspection Records shall be maintained separately by Inspection Agencies as per the prescribed format and Daily Inspection Reports to be sent to QIX BHEL Bhopal.
	2.2.11.9	Workload fluctuation is cyclic from month to month, maximum depending upon the availability of raw materials. It is therefore requested that this cyclic nature of work load should be kept in mind while arranging inspection against this contract.
2.3		Assignment
	2.3.1	The inspection agency shall not off-load either full or part of the work, assigned by QIX BHEL Bhopal.
	2.3.2	The information regarding addition / deletion status of manpower shall be furnished to

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		QIX BHEL every month.
	2.3.3	If in more than three times within a period of 3 months' major inspection lapses observed in an individual inspection, then BHEL will have the right to recommend for termination with immediate effect of concerned inspector and shall be implemented by TPIA. No fresh allocation of inspection call will be allocated to the concerned inspector.
2.4		<u>Penalty:</u>
	2.4.1	Deduction from monthly Bill of TPIA due to absence of man-hour
		<p>In following condition and with reference of Monthly Working Man-hour, proper deduction as per given formula shall be done from monthly bill of TPIA submitted to QIX.</p> <p>(a) After getting all Annual leave as declared by TPIA to their Employees, if any inspection personal takes a leave, then their official working hours of entire day or days shall be count as absent man-hour and accordingly suitable deduction as per given formula shall be done from TPIA monthly bill.</p> <p>(b) In case of termination/resignation of TPIA personal suitable replacement by selection of inspection personal as per cl.2.3 shall made within 15 days by Bidder. If suitable replacement is not done within 15 days, then suitable deduction as per given formula for the absent man hour days shall be done from TPIA monthly bill.</p> <p><u>Formula for Deduction</u></p> <p>Month wise Deduction from Bill $= [A - \frac{(B}{C} \times A)] \times 1.5$ $C \times D$</p> <p>A = Month Bill Amount B = Sum of actual Official Working hours of TPIA QC persons in month C = Total Official working hours in month D = Nos. of TPIA QC person</p> <p>If share of workload will be divided between two agencies in 60:40 ratios, then: For L1 Bidder D = 06, for B maximum nos. of TPIA QC persons shall be 06. For L2 Bidder D = 04, for B maximum nos. of TPIA QC persons shall be 04.</p> <p>If total share of workload will be awarded to L1 bidder then: For L1 Bidder D = 10, for B maximum nos. of TPIA QC persons shall be 10.</p> <p>If share of workload will be divided between two agencies in 50:50 ratios, then: For L1 & L2 Bidder D = 05, for B maximum nos. of TPIA QC persons shall be 05.</p> <p>Note:</p> <p>(A) In this clause Official Working hours of TPIA persons per day shall Be 8 hours.</p>

Clause Nos.		Contents															
		<p>Work done after 5 pm or in holiday by TPIA personal shall not be counted and late working hours' permission is to be Approved by TPIA head and information to be provided to QIX.</p> <p>(B) As per this clause each Bidder shall submit their Proposed Annual Leave of TPIA QC personal to QIX.</p>															
2.4.2		<p>Discrepancy in Inspection (DI): If any discrepancy is found during checking /audit of inspected items received at Manufacturing Unit/Site or feedback recd from customer on dimension, aesthetic appearance, mismatching or malfunctioning etc. (during use in the Shop, Erection, Testing or Commissioning) & / or records and it is established that the discrepancy is on account of inaccurate / inadequate inspection, the inspection charges of the concerned item shall be deducted as specified in the following table from pending bills and /or security deposit amounts.</p> <table border="1"> <thead> <tr> <th>GRADE</th> <th>QUALITY LAPSES ATTRIBUTABLE TO INSPECTION AGENCY DUE TO INSPECTION ERROR</th> <th>PENALTY</th> </tr> </thead> <tbody> <tr> <td>C1</td> <td>Items requiring concession / resolution on PMIR at BHEL works involving no rework.</td> <td>50% of Inspection charges for the Item shall be deducted</td> </tr> <tr> <td>C2</td> <td>Items requiring rework either in BHEL/ Supplier or at site</td> <td>100% of inspection charges for the item shall be deducted</td> </tr> <tr> <td>C3</td> <td>Items allowed for dispatch to BHEL without getting stages / final clearance from BHEL's customer Inspn. Agencies where ever required</td> <td>100% inspection charges shall be deducted</td> </tr> <tr> <td>C4</td> <td>Items rejected by BHEL or its customer</td> <td>200% of Inspection charges for the item shall be deducted</td> </tr> </tbody> </table>	GRADE	QUALITY LAPSES ATTRIBUTABLE TO INSPECTION AGENCY DUE TO INSPECTION ERROR	PENALTY	C1	Items requiring concession / resolution on PMIR at BHEL works involving no rework.	50% of Inspection charges for the Item shall be deducted	C2	Items requiring rework either in BHEL/ Supplier or at site	100% of inspection charges for the item shall be deducted	C3	Items allowed for dispatch to BHEL without getting stages / final clearance from BHEL's customer Inspn. Agencies where ever required	100% inspection charges shall be deducted	C4	Items rejected by BHEL or its customer	200% of Inspection charges for the item shall be deducted
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C4	Items rejected by BHEL or its customer	200% of Inspection charges for the item shall be deducted															
2.4.3		<p>Delay In Inspection: <u>Response to inspection request (RIR):</u> If inspection calls are not attended within prescribed time (as per clause 2.2.9), a deduction of 1.0% of inspection charges of offered goods for per day delay or Rs 100/- (whichever is higher) up to 5 days' delay shall be made. If the delay is more than 5 days, the deduction shall be @ 2.0% of inspection charges of offered goods for per day delay or Rs 100/- (whichever is higher) for the total delay inclusive of initial delay period. The penalty shall be deducted from pending bills and /or security deposit amounts.</p>															
2.5		Performance Monitoring (Effectiveness of third party inspection)															
2.5.1		<p>The effectiveness/performance monitoring and efficiency of any third party inspection agency will be measured by the following parameters:</p> <p>a. Response to Inspection request (RIR), for each call.</p> <p>b. Response time to issue inspection reports (RTR) I.e. Time taken to issue the</p>															

Clause Nos.		Contents																								
		<p>Inspection report, for each call.</p> <p>c. Discrepancy in Inspection (DI), for each call.</p>																								
	2.5.1.1	<p>Response to Inspection Request (RIR=x)</p> <p>The normal time to attend the inspection call is 01 working days after receipt of call in the office.</p> <p>RIR for each call (X) = No. of days delayed after prescribed time i.e. 1 days</p> <p>RIR will carry the weightage of 20%</p>																								
	2.5.1.2	<p>Response time to issue inspection report (RTR=y)</p> <p>The inspection report should be furnished to User Unit within 01 working day after completion of inspection. RTR will be measured as:</p> <p>RTR for each call (y) = No. of days delayed after one day to issue the Report</p> <p>RTR will carry the weightage of 10%</p>																								
	2.5.1.3	<p><u>Discrepancy in Inspection (DI=z)</u></p> <p>The discrepancy in Inspection will be decided/ measured by the feedback / rejection at the customer' end. The customer in this would be BHEL's Units or BHEL's customer (s) Severity rating of each call will be given by BHEL Purchasing division after the inspection of product by TPIA (based on discrepancy in product, if occurred after cleared by TPIA) The weightage of DI will be 70%</p>																								
	2.5.1.3.1	<p>Severity Rating are as follows :</p> <table border="1"> <thead> <tr> <th>Type of Discrepancies noticed after Inspection</th> <th>Severity Rating (Z)</th> </tr> </thead> <tbody> <tr> <td>Unethical of Inspected Product at MUs/Sites</td> <td>10</td> </tr> <tr> <td>Rejection of Inspected Product at MUs/Sites</td> <td>9</td> </tr> <tr> <td>NC-Accepted as NO OPTION basis</td> <td>8</td> </tr> <tr> <td>NC-Accepted after Repair at Vendor works</td> <td>7</td> </tr> <tr> <td>NC-Accepted after Rework at Vendor works</td> <td>6</td> </tr> <tr> <td>NC-Accepted with Change in Matching Component</td> <td>5</td> </tr> <tr> <td>NC-Accepted with Repair at MU/Sites</td> <td>4</td> </tr> <tr> <td>NC-Accepted with Rework at MU/Sites</td> <td>3</td> </tr> <tr> <td>Minor NC-Accepted as it is</td> <td>2</td> </tr> <tr> <td>No NC-but Inspection not comprehensive OR Deployment of unapproved/non-competent Inspection Engineers</td> <td>1</td> </tr> <tr> <td>No Discrepancy</td> <td>0</td> </tr> </tbody> </table>	Type of Discrepancies noticed after Inspection	Severity Rating (Z)	Unethical of Inspected Product at MUs/Sites	10	Rejection of Inspected Product at MUs/Sites	9	NC-Accepted as NO OPTION basis	8	NC-Accepted after Repair at Vendor works	7	NC-Accepted after Rework at Vendor works	6	NC-Accepted with Change in Matching Component	5	NC-Accepted with Repair at MU/Sites	4	NC-Accepted with Rework at MU/Sites	3	Minor NC-Accepted as it is	2	No NC-but Inspection not comprehensive OR Deployment of unapproved/non-competent Inspection Engineers	1	No Discrepancy	0
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Clause Nos.		Contents
		<p>NC means Non-Conformance</p> <p>MU means Manufacturing Units of BHEL</p> <p>Definition of Rework and Repair from the ISO 9000</p> <p>Rework – action on a nonconforming product to make it conform to the requirements.</p> <p>Repair – action on a nonconforming product to make it acceptable for the intended use</p> <p>NOTE 1: Repair includes remedial action taken on a previously conforming product to restore it for use, for example as part of maintenance.</p> <p>NOTE 2 : Unlike rework, repair can affect or change parts of the nonconforming product.</p>
	2.5.1.4	PERFORMANCE RATING
	2.5.1.4.1	<p>Performance rating per Challan (CPR) for each call</p> $CPR = 100 - 2x - y - 7z$
	2.5.1.4.2	<p>Overall Performance rating (OPR) for a period will be calculated as</p> $OPR = \frac{\sum\{(CPR)*(PO \text{ Value of Call})\}}{\sum (PO \text{ Value of Calls})}$
	2.5.1.4.3	<p>Efficiency of Calls inspected (%)</p> $= \frac{\text{No. of calls inspected within 01 working days after receipt of call}}{\text{Total Number of calls within period}}$
	2.5.5.6	<p>Efficiency of Report generated (%)</p> $= \frac{\text{No. of call for which reports generated within 01 days of completion of inspection}}{\text{Total Number of calls within period}}$

Clause Nos.		Contents
	2.5.2	<p>PERFORMANCE RATING OF TPIA WILL BE MONITORED AND COMPILED EVERY MONTH USER UNIT WISE</p> <p>QIX will compile performance rating on monthly basis (OPRm) Quarterly basis (OPRq) and Cumulative basis (OPRc) and this will be discussed during TPIA Coordinators meet/Quality Meet for any improvement in performance.</p>

Example:

Total Number of Challan cleared by TPIA User Unit after entering severity rating in January month for product inspected by “ABC TPIA Agency” for BHEL Bhopal Unit= 4

a) For Challan no.1, PO Value = Rs. **1,000**

-No. of days delayed after prescribed time (x) = 1

-No of days delayed after one day to issue the report (y) = 0, which means Inspector has issue report within one days of Inspection

-Discrepancy in Inspection (z) = 0, which means NO DISCREPANCY was found in Product Inspected

$$CPR = 100 - (2*1) - (1*0) - (7*0) =$$

98

b)

For Challan No 2, PO Value = 2,000

-No. of days delayed after prescribed time (x) = 2

-No of days delayed after one days to issue the report (y) = 0, which means Inspector has issue report within one day of Inspection

-Discrepancy in Inspection (z) = 1, which means DEPLOYMENT OF UNAPPROVED/COMPETEDNT INSPECTION ENGINEERS

$$CPR = 100 - (2*2) - (1*0) - (7*1) =$$

89

C) For Challan No. 3, PO Value = Rs. 20,000

- No. of days delayed after prescribed time (x) = 0

-No of days delayed after one day to issue the report (y) = 1, which means Inspector has issue report on 2nd day, ie 1 day delay after one days

-Discrepancy in Inspection (z) = 4 which NC-ACCEPTED WITH REPAIR AT MU/SITE

$$CPR = 100 - (2*0) - (1*1) - (7*4) =$$

71

D) For Challan No. 4, PO Value = Rs. 50,000

No. of days delayed after prescribed time (x) = 7

-No of days delayed after one days to issue the report (y) = 1, which means

Inspector has issue report on 2nd day, ie 1 day, ie 1 day delay after 1 day of Inspection

-Discrepancy in Inspection (z) = 0, which means NO DISCRREPANY was found in Product Inspected

$$CPR = 100 - (2*7) - (1*1) - (7*0) =$$

85

Clause Nos.	Contents
	<p>OPR of BHEL bhopal Unit of ABC TPIA for Month of January</p> $= \sum \{ (CPR) * (PO \text{ Value of Call }) \}$ <hr/> $\sum (PO \text{ Value of Calls })$ $= (98*1,000) + (89*2,000) + (71*20,000) + (85*50,000) \qquad = 59,46,000$ <hr/> $\frac{1,000+2,000+20,000+50,000}{73,000}$ <p>=81</p> <p style="text-align: center;">For the Month of January</p> <div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">OPR=81</p> </div>
	<p>2.5.2.1</p> <p>The performance of TPIAs shall be monitored 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 by BHEL unit, feedback from Customers and also feedback on indulgence in unethical practices or questionable integrity. The performance of inspectors will be monitored continuously by BHEL and performance rating will be communicated to TPIA separately. In case of unsatisfactory performance, TPIAs are expected to take appropriate time bound corrective actions to improve the quality of service and feed back shall be given to BHEL on the corrective actions taken.</p>
2.5.3	<p><u>Reduction in share of Business/cancellation on the basis of overall performance based on clause 2.5:</u></p> <p>Overall Performance Rating OPR will be monitored by QIX Unit every month and if the OPR is found consistently low and less than 80 for a month which is unsatisfactory. The concerned user unit shall make an action plan with concerned TPIA to improve the effectiveness.</p> <p>Monthly Efficiency of calls inspected of Efficiency of reports generated should not be less than 95%</p> <p>If inspection calls are not attended within prescribed time then penalty will be deducted as per clause No 2.4.3</p> <p>However, in any case both the efficiencies should not be less than 95% if at any time they are found less than 95% then User Unit will make an action plan with TPIA to improve these both parameters up to 95% and above.</p> <p>NOTE:</p> <p>(i) If any TPIA agency gets unsatisfactory rating i.e. OPR less than 80 for a month QIX will issue an advice letter to the concerned TPIA.</p> <p>(ii) If TPIA is issued advisory letter thrice by BHEL (QIX) during contract period, then the business of the TPIA will be reduce by 25%.</p> <p>(iii) Three cases as per note (ii) during contract period lead to cancellation of contract.</p>

Clause Nos.		Contents
		In case of reduction of 25% business share/ cancellation of contract of any bidder, as given above, the portion of share removed will be distributed among the remaining bidders proportionate to the initial distribution
	2.5.3.1	BHEL may conduct the audit/ investigation at supplier's work/ inspection agency as deemed necessary.
2.6		BHEL reserves the right to add, delete or modify above general requirements.
2.7		<p><u>LIST OF PLACES IN AND AROUND BHEL BHOPAL</u></p> <p>(1) GOVINDPURA, BHOPAL (2) HABIBGANJ, BHOPAL (3) MANDIDEEP, BHOPAL (4) BHEL Bhopal</p>
2.8		List of items (indicative) Please see Annexure - II
2.9		Contract Period: Max two years with provision for extension by one more year with no change in terms and conditions.
2.10		<p>Payment terms: To be expressed in “% of basic Purchase Order Value/BHEL Invoice of inspected items (Exclusive Freight, Insurance & Taxes)” (For sub contracted and bought out items by BHEL Bhopal).</p> <p>In case TPIA inspection has required by customer for any products manufacture at BHEL it shall be carried out by TPIA agency at same rate as per contract and payment will be made in “% of Basic tax invoice value (Exclusive Freight, Insurance & Taxes)”.</p>
2.11		Two TPIAs will be empanelled for award of contract sharing the workload in ratio of 60:40.
2.12		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, and employees and financial to the TPIA. Such information shall be considered as confidential. The TPIA shall 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.

ANNEXURE – I

Broad information about the products, product application / ranges and some major customers of BHEL Bhopal.

Products	Application / Range	Major customers
Hydro turbine sets & auxiliaries	5 MW – 250 MW	NHPC, SEBs, IPPs, NEEPCO, KPCL etc.
Nuclear turbine sets & auxiliaries	Upto 236 MW	NPCIL
Steam Turbine sets & auxiliaries	Upto 250 MW	SEB's, etc.
Heat Exchangers	Upto 500 MW	SEBs, IPPs, Refineries, etc.
Pressure Vessels e.g. Tanks , RE Joints, Misc. Tanks.	Upto 800 MW	SEBs, IPPs, Refineries, etc.
Condensers	Upto 500 MW	SEBs, etc.
Moisture Separator Reheater	Upto 500 MW	NPCIL
A.C. Motors	150 KW – 20 MW	NTPC, NHPC, NPC, Miscellaneous industries etc.
Power Transformers	Upto 600 MVA (400KV)	NTPC, PGCIL, SEBs, NEEPCO etc.
Shunt Reactors	400 KV	PGCIL, SEBs, etc.
Switchgear	Indoor 36 KV & Outdoor upto 36 KV	NTPC, PGCIL, SEBs, misc. Industries etc.
Controlgear	For Power and industrial applications	NTPC, SEBs, Misc Industries etc.
Rectifiers	For traction, industrial and power plant applications	NTPC, PGCIL, SEBs, Railways, Misc. Industries etc.
On Load Tap Changers	Type M & type V	Misc. Industries etc.
Capacitors, CVTs & CTs	400 KV	NTPC, PGCIL, SEBs, etc.
Bushings	25KV – 420 KV	NTPC, PGCIL, SEBs, Miscellaneous Industries etc.
Traction machines & Control gears	AC & DC Traction system	Indian Railways

Note: Inspection Agencies may need to cover any additional product items of any other customers also as per BHEL requirement.

ANNEXURE – II**CRITICALITY OF MAJOR SUB-CONTRACTED ITEMS FROM ANCILLARIES**

Sl.No	Manufacturing Process	Criticality of inspection / Process	Items
1	Fabrication Work	1-Measurement of large dimensions & geometric features 2-Soundness of joints (NDT) 3-Distorsion 4-Profile Check 5-Water /oil passage smoothness 6-Process defects 7-Surface preparation/ shot blasting 8-Aesthetic appearance 9-Leakage/hyd test 10- Nozzle orientation of flash / Miscellaneous tanks. 11- Packing of pipes 12- Visual defects 13- Painting 14- Layout inspection 15- WPS/PQR/Welder Qualification 16- Applicable code knowledge	1-Top cover 2-Runner envelop 3-Runner 4-Pivot ring 5-Stay ring 6-D T Liner 7-D T Cone 8-Distributor segment. 9-Motor/Gen Stator .frame, shaft 10-CT/VT tanks 11-Clean/dirty oil and flash tanks 12-RE joints 13-Trfr tanks 14-Conservators 15-End frames 16-Tie rods

		<p>17- Welding process and NDT knowledge</p> <p>18 Boroscopic Examination of Pipeworks</p> <p>19 Heat Treatment</p>	<p>17-Pipe works for all products</p> <p>18- Top Bracket</p> <p>19- Bottom Bracket</p> <p>20- Oil Rig, PCR & Power Pack Housing</p> <p>21- Switchgear, Controlgear Panels</p> <p>22-Cable Tray Boxes</p> <p>23-Turrets of Transformer</p> <p>24-Pressure receiver</p> <p>25-Fabircated diaphragm</p> <p>26-LP Cylinder</p> <p>27-Innner Outer casing</p> <p>27-LP Casing</p> <p>28-Padestal</p> <p>29-Fabricated Guide Vanes</p> <p>30-Header Pipe of Radiator</p> <p>31- Terminal Boxes</p>
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2	Machining	<p>1-Concentricity of bores TENDER NO. BP/QIX/TPIA/2022-24 REV. 02 DATE: 14.05.2022</p> <p>2-Centre height</p> <p>3-Finish</p> <p>4-Hole positions</p> <p>5-Threading locations</p> <p>6-Items locations</p> <p>7-Close tolerance items for Inter changeability</p> <p>8- Profile</p> <p>9-Parallism/ perpendicularity</p> <p>10-Bore Dia</p> <p>11-Bearing Seating Dia</p> <p>12-Foundation Bolt Dia</p> <p>13-PCD of Holes</p>	<p>1-Motor St.frames</p> <p>2-Gen St.frames</p> <p>3-All traction machining items</p> <p>4- Steam Turbine Blades</p> <p>5- Shaft of Switchgear application</p> <p>6- TCGR items of SCR</p> <p>7- Sealing Ring (STM)</p> <p>8- End Shields</p> <p>9-Shaft M/cing</p> <p>10- Steam Turbine Precision components</p>
3	Insulation	<p>1-Profile checking by special measurement</p> <p>2-Witnessing of Electrical tests at supplier end as per specs / drawings</p> <p>3-Size</p> <p>4-Finish</p> <p>5-Packing</p>	<p>1-All types of Slot wedges of motors/Gen stators</p> <p>2-All insulating items of Electrical Machines</p> <p>3-Trfr insulations items</p> <p>4- Insulation Caps of all types (Generator)</p>
4	Hardwares	<p>1Material test for properties</p> <p>2- Special Hardware</p> <p>3 Class of hardwares /</p> <p>4-Protective coating</p>	<p>Hardwares for all the products</p>

		5- safety considerations	
5	Plating	1- Process variation 2-Plating thickness, hardness and adhesion tests 3-Instrument validation	All Silver plated items with thickness more than 5 microns
6	Galvanising	1- Surface preparation for defect elimination 2- Process variations 3- Coating Thickness, Hardness and Adhesion tests	1- CT /VT Tanks 2- Structure
7	Moulding	1-Aesthetics 2- Dimension 3- Material quality	Air Guide
8	Pressed items	1- Profile 2- Dimension	1-Air Guide 2- Fans 3- Lever of Switchgear
9	Assy	1-Functioning Test 2 Itemisation	1- Governor Assy HMC) 2- Slip Ring Assy
10	Casting	1- Profile Check 2- Dimensional check 3- Visual Check 4- NDT	1- Runner (Hydro) 2- Motors Frames (Traction Motors) 3- Guide Vanes (Hydro) 4- Sleeve Bearing
11	Laminations cutting	1-Dimension 2-Burr 3-Burr rectification	Punchings of Motors / Generators ,transformers

12	Coils making and insulation	1-Dimension 2-Electrical test	Motor Coils
13	High precision machining	Close tolerances	Tools, Jigs, Fixtures, Gauges, Templates, Barring Gears

Note: It is to be checked that in case of all plate materials used in manufacture of the job is to be from BHEL / Customer approved Vendors and the identification of the plate material is to be correlated with the Supplier TC and the same identification is to be transferred on the component made from it.

ANNEXURE -III**BHARAT HEAVY ELECTRICALS LIMITED – BHOPAL
QUALITY CONTROL – ANCILLARY
CHALLAN INDEX SHEET**

QIX/FAB/IS

SUB CONTRACTOR -

P.O. NO. DATE

CHALLAN NO. DATE

ITEM DRG NO. REV NO.

PROJECT -

SL. NO.	RECORD DESCRIPTION	PAGE NO.		REMARKS
		FROM	TO	
1	Record of material used (BOM)			
2	Copies of Material TCs			
3	Record of transferred material from another PO, if any			
4	Fitup record of joints			
5	Dimension record before S/R			
6	S/R record			
7	Dimension record after S/R			
8	NDT summary sheet			
9	NDT records			
10	Air /Hyd /Vaccum / Kerosene test records			
11	Painting record			
12	CHP clearance			
13	Record of conc/devn			
14	Any letter from indentor (engg/ plg/ product QC fro waiver /stage to be completed in BHEL			
15	Confirmation of latest r4v. of Drg / MID etc.			
16	Check sheet/log sheet of trfr. tank & accessories			
17	Copy of PO/ Drg with hand written changes pending amdt / rev			
18	Any other record			
19	QP index sheet			
20	Copies of WPS /PQR , if required			
21	Location of identification by hard punch encircled by white paint			

Note : Abbreviation NA : Not applicable,
Modification in challan index are applicable with revision.

SECTION - III**GENERAL TERMS AND CONDITIONS****INDEX**

Clause no.	Contents
1	BID
2	Earnest Money Deposit
3	Validity of contract
4	Number of inspection agencies
5	Security/Deposit
6	Insurance
7	Force Majeure
8	Taxes and Duties
9	Late Bids
10	Additional requirements
11	Statutory compliance
12	Govt. taxes
13	Billing
14	Terms of payments
15	Penalty
16	Termination of Contract
17	Arbitration
18	Court of Jurisdiction

SECTION - III

GENERAL TERMS AND CONDITIONS OF ENQUIRY

- 1 **BID** - The offers against the enquiry shall be submitted in two parts. The first part called 'BID Part –I' of the bid, shall consist of information to assess the capability of the INSPECTION AGENCIES to undertake local ancillary inspection work, from the technical and infra-structural point of view, and to see that the party shall be complying with all our technical and commercial conditions of the enquiry. The suppliers have to submit their data/ document as per Annexure -2 (includes Annexure 2A & 2B). This 'Techno-commercial' part of the bid has to be un-priced and any indication of price therein shall lead to rejection of the offer. The second part called 'BID Part-II' of the bid shall consist of 'Price Bid' in Annexure VIII. INSPECTION AGENCIES shall submit their Price Bid as per Annexure VIII only. Submission of price bid in other than the given format (Annexure VIII) shall not be acceptable and it shall lead to rejection of the offer.
 - 1.1 The INSPECTION AGENCIES shall submit BID Part-I and BID Part –II of their bids in two different sealed envelopes duly super scribing Enquiry No. and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super scribing Enquiry No., due date and time of opening as indicated in the tender documents.
 - 1.2 BID Part I of the bid alone shall be opened on the due date in presence of the Bidders in the first instance. This part of the bid shall be examined to assess capability of the INSPECTION AGENCIES who are considered capable by BHEL for undertaking this job. Such INSPECTION AGENCIES shall be advised the date and time of opening of Part II i.e. price part of their bids. INSPECTION AGENCIES must carefully go through all the instructions and conditions before filling in Part II of the bid.
 - 1.3 The Bid document is to be downloaded from BHEL website specified in the open tender advertisement and to be used as it is for preparation of offer. **The tenderer is also to sign and duly put their stamp on each page of the Offer** to indicate that all conditions in the page are accepted.
 - 1.4 Tenders not complying with the above and other requirements of the tender shall be liable for rejection. The Bidders are therefore advised to read all the documents carefully before submission of bids and ensure fulfilment of all the technical and commercial parameters.
 - 1.5 It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the terms and conditions of the enquiry as given in the section I, II & III. No deviation from the conditions is permitted
 - 1.6 No over-writing in any of the Annexure of Part I or Part II is permitted. Corrections in the bid should normally be avoided. In case, however, these become essential, bidder shall score out the incorrect information with one line and put the correct information duly endorsing each correction with his signatures.
 - 1.7 The validity of the quotation shall be kept as 90 days from the date of opening of price bid.

- 1.8 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.
- 1.9 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.

2.0 Earnest Money Deposit

Earnest Money Deposit will be as specified below-

Earnest Money of Rs. 99,552/- (Ninety nine thousand five hundred fifty two) only is to be paid by the tenderer and the copy of the deposit to be annexed to the offer before submission.

2.1 The EMD may be accepted in the following forms:

- (i) Electronic fund transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/pay order/Demand draft, in favour of BHEL (along with offer)
- (iii) 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 Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The bank guarantee in such cases shall be valid for at least six months.

2.2 EMD by the Tenderer will be forfeited if –

- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- (ii) The tenderer does not commence the work within the period as per LOI / Contract.
- (iii) The Contractor fails to deposit the required Security deposit.

2.3 Any bid received without Earnest Money Deposit shall not be considered.

2.4 EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days of acceptance of award of work. EMD shall not carry any Interest.

3.0 Validity of contract:

The contract shall commence from the effective date (as stated in the letter of award/Work order 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/Work order and remain valid for a period of two years from the date of LOA.

Criteria for evaluation will be as per clause 2.5 of Section II. However, BHEL reserves the right to terminate / extend the contract without assigning any reason at any time during the tenure of the contract. After two years, there shall be review of the workload and the BHEL need, and if required, the contract can be extended for one more year, on the same terms and condition as applicable in the original contract.

4.0 Number of inspection agencies & share of workload:

4.1 Two inspection agencies shall be selected for award of Inspection contract. Refer Clause 2.1 of Section-II, sharing the workload in the ratio of 60:40 the lowest successful bidder shall be awarded the highest 60% of the workload.

4.2 As mentioned in clause 2.2.1 of Section-II, the expected inspection load will be in respect of items of Purchase Orders worth., Rs. 299.52 Crores approx. (+/-Depending upon the market condition) (covering Two years' period) which will be divided between TWO agencies in the ratio of 60:40 to L1: L2 after L2 agrees to match the L1 price. [L1 represents the lowest bidder and L2 the next higher bidder]. If L2 does not agree to match the L1 price, the next higher bidders i.e. L3, L4 etc. would be progressively given the opportunity to match the L1 price and claim for executing 40% of the work. If two bidders quote the same price the work will be allotted on 50% basis to each. If more than two bidders quote the same price, QIX BHEL, Bhopal will award the work to two agencies who have executed more years in inspection work earlier at QIX. In case, none of the other bidders i.e. L2, L3 ..., who are offered Business share fail to accept, BHEL reserves the right to award the 100% value contract to original L1 bidder.

Man power Distribution for L1 bidder for executing 60% of the work –

- Engineers (BE) -04 Nos.
- Diploma-02 Nos.
- Total = 06 Nos.
- All other qualification and NDT condition are as per clause 2 of section I

Man power Distribution for L2 bidder for executing 40% of the work –

- Engineers (BE) -03 Nos.
- Diploma-01 Nos.
- Total = 04 Nos.
- All other qualification and NDT condition are as per clause 2 of section I

Man power Distribution for L1 and L2 bidder when each executing 50% of the work –

- Engineers (BE) -04 Nos.
- Diploma-01 Nos.
- Total = 05 Nos.
- All other qualification and NDT condition are as per clause 2 of section I

4.3 In case no bidder accepts matching with L1 prices, the total share of workload will be awarded to L1 bidder.

In case no bidder agrees to match with L1 prices, the total share of workload will be awarded to L1 bidder and in this particular case Manpower Distribution shall be as follows –

- Engineers (BE) -07 Nos.
- Diploma-03 Nos.
- Total = 10 Nos.
- All other qualification and NDT condition are as per clause 2 of section I

4.4 INSPECTION AGENCIES is to produce **Provident Fund Code** before LOI is issued and shall

make necessary arrangements so that inspection work could commence without interruptions within one week of getting the LOI. Any delay in commencement this activity shall make the purchase order liable for cancellation.

4.5 In addition to these 'Terms and Conditions', of this contract shall also be governed by the Any Special Conditions related to inspection laid down in BHEL purchase order to vendor. BHEL reserves the right to seek additional information to assess the capability and capacity of third party inspection agency.

5.0 **Security/Deposit**

5.1 Security Deposit shall be deposited by the successful Bidder before start of the Work. The rate or Security Deposit will be 3% of the contract value (as per Works policy-2016 Rev.00)
The Security Deposit should be deposited before start of the work by the contractor.

5.2 Security Deposit may be furnished in any one of the following forms:

Modes of deposit:

The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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)
- 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:

1. 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.

2. Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

5.3 BHEL reserves the right of forfeitures of Security Deposit in addition to other Claims and Penalties in the event of the bidder's failure to fulfil any of the Contractual obligations/ or in the event of termination of contract as per cl.16 of Section III.

5.4 INSPECTION AGENCIES shall be fully responsible for safe custody and storage of BHEL's documents issued & records generated during inspection and shall take necessary measures to prevent any type of loss/misuse. INSPECTION AGENCIES shall ensure confidentiality of documents and should not use for any other purpose. BHEL may take actions under laws in case of breach of the above.

5.5 INSPECTION AGENCIES shall be fully responsible for safety of their own as well as other personnel working at site and should acquaint themselves fully with all Central/State Govt's laws/bylaws under

different Acts applicable in such cases.

6.0 INSURANCE

The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the contract.

7.0 FORCE MAJEURE

'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: -

- a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo.
- b) Rebellion, revolution, insurrection, military or usurped power and civil war
- c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- d) Riot, commotion or disorder, except where solely restricted to employees of the contractor
- e) Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.
- f) Pandemic situation.

7.1 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.

7.2 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.

7.3 No delay or non-performance by either party thereto caused by the occurrence of any event of Force Majeure shall -

- a) Constitute a default or breach of the contract
- b) Give rise to any claim for damages or additional cost or expenses occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

7.4 Force Majeure shall not apply to any obligation of BHEL to make Payments to the contractor herein.

8.0 TAXES AND DUTIES

8.1 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.

8.2 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.

- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 TDS under GST shall be deducted at applicable rates on gross invoice value from the bills. Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.
BHEL GSTN – Shall be intimated separately to successful bidder
Name- Shall be intimated separately to successful bidder.
Address - Shall be intimated separately to successful bidder.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 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.

9.0 **LATE BIDS**

Late bids are not permitted. Such offers if any will be rejected.

INSPECTION AGENCIES, in their own interest, are requested to get clarifications from the tendering authorities, if needed, before the submission of the offer as no misinterpretation /

misunderstanding will be entertained at a later date.

10.0 **ADDITIONAL REQUIREMENTS**

The following facilities shall be organised by Inspection Agency :

- 10.1 The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Such as ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIOS etc.) Bidder shall have direct access/ Possession of the latest applicable International/ National standards & Specifications like ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIS, ISO, IEC etc.

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

- 10.2 The INSPECTION AGENCIES shall have to make their own arrangements for office, conveyance and accommodations. INSPECTION AGENCY should have office in between Govindpura industrial area and BHEL. All activities in this regard shall be carried out by the INSPECTION AGENCIES. Inspection Agencies may therefore make their own assessments in this regard prior to submitting the quotation. BHEL shall, on request, issue only a certificate for having placed an order on the INSPECTION AGENCIES. Evidence of availability of Transport facility for each Inspection person shall be provided to BHEL in the beginning of the contract work. The facility should be maintained throughout the contract.

BHEL may consider request for providing office accommodation on chargeable basis from existing infrastructure as per BHEL rules.

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

- 10.3 INSPECTION AGENCY office must have Telephone, Fax and computer(s) with Internet facility so that call booking by vendors and necessary reports can be transmitted to BHEL. All inspection persons should be necessarily provided with Mobile Phone with data facility sets and their Numbers shall be made available to QIX.

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

11 **STATUTORY COMPLIANCE**

The contractor shall strictly comply with the statutory requirements provided in the enclosed copy of "Instruction to Bidders". (Please refer Annexure-I)

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

12 **GOVT. TAXES:**

All the taxes applicable for the contract shall be borne by the INSPECTION AGENCY and TDS (Income tax) will be deducted at source, if required. For Service Tax/GST remitted by Inspection Agency, Certificate to be provided to BHEL. Refer clause 8.0 (Taxes and duties) for detail.

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

12.1 The Inspection Agency shall also provide the GSTIN.

(Accepted / Not Accepted).
(Seal and Signature of Inspection Agency)

13.0 **BILLING:**

The INSPECTION AGENCY shall raise invoices once in a month together with despatch clearance note/challan. Invoices should have the break up of PO details, actual inspection fees, which will be on items cleared & accepted. Mistake in Invoices will incur penalty @ Rs. 50/- /mistake subject to a maximum of Rs. 500/- / Invoice.

14.0 **TERMS OF PAYMENTS:**

Payments shall be normally made within 90-days of acceptance of the material against inspection documents, including customer clearance document and invoice as per billing schedule at BHEL. MSME vendors shall submit MSME certificate along with invoice.

15.0 **PENALTY**

Refer clause 2.4 of Section-II

16.0 **Termination of Contract:**

BHEL reserves the right to terminate the contract at any time during the validity Period on account of non-fulfilment of any contract condition, adverse feedback Regarding quality of services rendered.

17.0 **ARBITRATION:**

- 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 herein:

- The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
- The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
- The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
- The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
- The first meeting of the IEC (Independent Experts Committee) shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
- The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a) On the date of signing of the Settlement agreement by the Parties; or,
 - b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

- The Conciliator(s) shall be entitled to fees as per BHEL directives in conciliation proceedings
- The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a) Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b) admissions made by the other party in the course of the Conciliator proceedings;
 - c) proposals made by the Conciliator;
 - d) The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

- The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.
- Forms and formats for the proceeding as per BHEL directives.

18.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

ANNEXURE - I
INSTRUCTIONS TO BIDDERS

- BHEL shall have the privacy of the contract with the bidder only and will give instructions to the bidder or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the bidder. The relationship between BHEL and the bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- The bidder shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 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. MSME guidelines shall be applicable as per govt. MSME law/Rules.

- 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 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.
- Tenders received late, shall be rejected.
- 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.
- 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.
- BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.
- 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.
- 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.

- 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.
- Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.
- Verbal clarifications and information given by any employee(s) of BHEL shall not in any way be binding on BHEL.
- BHEL reserve 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.
- 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.
- Inspection charges as “percentage (%) of basic PO value for the inspection of ordered items”.
- The prices shall remain firm during validity period of Service Contract. No Price Variation Clause is admissible.
- The price shall be inclusive of all other charges such as transport, accommodation and other incidental charges.
- 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. 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.
- The EMD is required to ensure that the bidder does not refuse to:
 - Accept the letter of Award of Rate Contract
 - Sign the contract agreement
 - Furnish the required Security
- EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - 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.
 - The tenderer fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - 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.
- The bidder shall prepare an original Bid clearly marking as “Original Bid”.

- 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.
- 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.
- 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.
- 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.
- 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.
- If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.
- No bid may be withdrawn in the interval between the last date for submission of bids.
- The Part-I of the bid (Technical commercial 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.
- The part-II (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.
- 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.
- 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.
- BHEL reserves the right to go for **Reverse Auction (RA)** (Latest Guidelines as available on www.bhel.com). 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.

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Annexure-

VIII) 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) in the Reverse Auction (During RA process on intimation by BHEL). Non-submission of 'Process compliance form 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).

The envelope sealed price bid of successful L1 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.

“GUIDELINES FOR REVERSE AUCTION – 2021”

(AA:SSP:RA:05 dated 08.03.2021)

(Authorized Signature of Bidder)
With Stamp

ANNEXURE -2

MINIMUM QUALIFICATION AND ELIGIBILITY REQUIREMENT

- 1.1 In order to facilitate assessing the pre-qualification requirement, the data to be filled in the enclosed Annexure – 2A
- 1.2 No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.0 of Section–I PQR, manpower requirements etc. Any offer not meeting above requirements shall be rejected.
- 1.3 The bidder shall fill format for “Particulars of Inspection Agency” as given in Annexure-2A
- 1.4 Quality department shall evaluate the information provided by the bidder and decide whether they meet the qualification and eligibility requirements specified above.

PART-I (TECHNO-COMMERCIAL BID)

ANNEXURE – 2 A

DOCUMENTS TO BE SUBMITTED BY BIDDER FOR TECHNO-COMMERCIAL EVALUATION

(Ref Section –I Qualification and eligibility requirement for Technical, financial, manpower etc. as per referred clauses)

TENDER ENQUIRY NO.-

NAME OF TPIA: -

BIDDERS WILL HAVE TO SUBMIT SELF DECLARATION STATEMENT STATING THAT THEY MEET THE FOLLOWING QUALIFYING CRITERIA

- 1.1.1 The bidding organization shall have well-established Quality Management Division for providing Third Party Inspection services.
- 1.1.2 The bidder shall have sound organization capable of meeting BHEL’s requirements with high degree of accuracy and timeliness.
The evidence against 1.1 & 1.2 may be in the form of following, in addition to other documents
 - (i) ISO 9001:2015 certificate
 - (ii) ISO/IEC 17020:2012 by NABCB

- 1.1.3 The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes.
- 1.1.4 The bidder should submit reference list of clients as per Clause No 5.15 of Particulars of Inspection Agencies for whom inspection and related activities were carried out during last seven years.
- 1.1.5 The bidder shall be equipped with all modern modes of communication such as telephone, mobile phone, fax, computer, printer, scanner, e-mail, internet etc. in all offices. Mobile phone and email facility should be provided to all Inspection Executives.
- 1.1.6 BHEL reserves the right to seek additional information to assess the capability and capacity of Third Party Inspection Agency.
- 1.1.7 The bidder shall fill format for “Particulars of Inspection Agency” as given below:

Annexure-2B**Particulars of Inspection Agency**

5.1	Name of Company:		
5.2	Head Office:		
	(i)Address:		
	(ii)Phone No.:	Fax No.:	
	(iii)E-mail:	Website	
5.3	Chief Executive:		
	(i)Name:		
	(ii)Designation:		
	(iii)Office Address:		
	(iv)Phone No.:	Landline:	Mobile:
	(v)E-mail:		
	(vi)Qualification		
	(vii)Profile		
	(viii)Experience		
5.4	Ownership Status:	(Please put \sqrt mark in appropriate box)	
		Govt. of India Undertaking	State Govt. Undertaking
		Public Limited Company	Private Limited Company
		Partnership/Individual Firm	Others (Please specify)
	(Please submit documentary proof, such as, Memorandum & Articles of Association, Company Registration Certificate, Partnership Deed, as applicable)		
5.5	i)	Total No. of Persons:	
	ii)	No. of persons engaged in inspection	
	iii)	Total no. of branches	
5.6	Particulars of Branches: (Add separate sheet if required)		
	i)	Location:	
	ii)	Name of Branch Manager	
	iii)	Address:	
	iv)	Phone No:	Landline: Mobile:

	v)	Fax No.:						
	vi)	Website:						
	vii)	E-mail:						
	viii)	Total No. of persons:						
	ix)	No. of persons engaged in inspection:						
5.7	Date of Incorporation/Registration:							
5.8	Turnover of the Company from inspection services for the last 3 years:		<u>Year</u>	<u>Turnover</u> (in Rs.Lakhs)	<u>Remarks</u>			
			2018-19					
			2019-20					
			2020-21					
		<u>Average</u>						
5.9	Audited Annual Report for the last 3 years (to be enclosed)							
5.10	Income Tax Certificate for the last 3 years (to be enclosed)							
5.11	Bankers Name and Address:							
5.12	Registration with Statutory bodies:							
	PAN No.							
	GSTIN Registration No. (Please enclose relevant letter/ certificate)							
5.13	Whether Company is ISO/IEC 17020 certified:					Yes / No		
	If Yes, year of Certification							
	Certification Body							
5.14	Organisation: (Please enclose Organisation Chart)							
5.15	List of Clients during last seven years (Refer cl. 1.1.3):							
	Sl. No.	Client	Supplier(s)	Item(s)	P.O/ Contract No.	Value	Remarks	
	1	2	3	4	5	6	7	
5.16	i) Bio-data of all persons engaged in inspection:							
	Sl. No	Name	Technical Qualification	Additional Certification (NDT)	Experience in inspection		Specimen Signature (Attested)	Remarks
					No. of Years.	Field		
	1	2	3	4	5	6	7	
	ii) Summary:							
	PG/ Graduate Engineers							
	Diploma Engineers:							
	TOTAL:							
5.17	Type of Services offered:							
5.18	Did you provide TPI services to any BHEL Unit/ Division?					Yes / No		
	If Yes, please give details.							

5.19	Whether any litigation/ Arbitration is pending:	Yes / No
	If Yes, please give details.	
5.20	No deviation certificate (in the format enclosed- Annexure: VII)	
5.21	Information regarding banning , blacklisting from business (as per format enclosed- Annexure- VI)	
5.22	Any other information: (use additional sheet, if required)	
5.23	Offer forwarding letter (in the format enclosed- Annexure: IX)	
5.24	Declaration by Authorised signatory of Bidder (in the format enclosed- Annexure: X)	
5.25	Non-Disclosure Certificate (in the format enclosed- Annexure: XI)	

Company Logo

Letter Head

Annexure –VI

DECLARATION CERTIFICATE

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

(Signature & Seal of the firm)

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

BHARAT HEAVY ELECTRICALS LIMITED,
HEP, PIPLANI BHOPAL
RAISEN ROAD,
BHOPAL (M.P.)– 462022

Sub	No Deviation Certificate.	
Job	Rate Contract for Work Order for inspection contract of sub contracted & bought out items ordered by BHEL BHOPAL on local industries in & around Bhopal (M.P) including Govindpura, Habibganj and Mandideep.	
Ref	1.0	Tender No BP/QIX/TPIA/2022-24 REV. 02 DATE 14.05.2022
	2.0	BHEL's NIT, vide reference no. BP/QIX/TPIA/2022-24 REV. 02 DATE 14.05.2022
	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 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 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-IX

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, BHOPAL-....., 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 with sections & Annexures)
3. Price Bid-Annexure VIII

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:

Annexure-X

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/TenderSpecificationNo.....

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

Annexure-XI

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL BHOPAL committed to Information Security Management system as their for information Security policy.

Hence, I/We M/s.....

Who are submitting offer for providing services to BHEL BHOPAL against Tender Specification

NO.....

here by undertake to comply with the following in line with Information security policy of BHEL

BHOPAL.....

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 BHOPAL

Yours faithfully,

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

Date

**PART-II
PRICE-BID**

Annexure – VIII

PRICE SCHEDULE, REV-0		
Work Order for inspection contract of sub contracted & bought out items ordered by BHEL BHOPAL on local industries in & around Bhopal (M.P) including Govindpura, Habibganj and Mandideep.		
Tender no- BP/QIX/TPIA/2022-24/REV.02 Date 14.05.2022		
S. NO.	DESCRIPTION OF WORK	Percentage up to three decimal Places
1.0	Inspection charges as percentage (%) of basic PO value of inspected items.	
1.1	Percentage(in words) :	
NOTE:		
1.0	Bidder to note that Evaluation & Awarding will be done on the quoted % at Sr. No. (1.0)	
2.0	Rates should be written both in figures and in words. In case any difference is found in these rates, the rates mentioned higher shall be considered. The rate shall be firm till the completion of the contract period.	
3.0	Basic PO value shall mean basic rate of item inspected in BHEL issued PO / Order, without applicable GST and freight charges, if any.	
4.0	The bidder should take into considerations the following eventualities, while quoting the price, as no charges shall be payable in following cases: - • Stage inspection. • Material not offered for inspection by a supplier during the visit due to any reason. • Extra visits required for Rework or rectification or rejection of material during inspection by TPIAs.	
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.	