

SPECIAL CONDITIONS ANNEXURE – 1

PR No. 135713555, Dated: 13-04-2024

1. Open tender process is followed. **Supplier with supply reference of the indented items as per Technical Specification requirement** will only be considered for bid evaluation.
2. The supplier shall have the capacity and experience to manufacture / produce the items as per NPCIL approved specification / drawing and shall have the capability and experience to produce the material as per the quality standards intended in NPCIL approved specification. It may please be noted that the material will be accepted and released for fabrication based on NPCIL approved specifications/drawings only.
3. The supplier shall submit - information on various facilities available with them for fabrication, examination and testing of the components, list of reference indicating supplies of component / similar component made earlier along with credentials such as the unpriced P.O., Signed Test Certificates and Shipping release document/ supply invoice copy/ bill of lading/ delivery challan. All the key persons, engineers, supervisors, line managers employed shall have adequate knowledge of nuclear work culture.
4. Offers received will be evaluated by BHEL. Final acceptance of the Technical Bid will however, is based on NPCIL recommendation.
5. Quantities given in the indent, may be revised (increased or decreased), based on BHEL/NPCIL requirement. Quantity being procured will be confirmed before price bid opening. All items indicated in PR is proposed to be procured from the same supplier.
6. **BHEL/NPCIL will not provide End use and End User Certificates** for supplies of the indented items.
7. Supplier should conform to the requirements of: *Specification No. PC-M-00074, Drawing No.: 2-93-172-05379/Latest Revision, Generic QAP No.: QAP: FLEET: MIST EXTRACTOR: 01//Latest Revision, and Special Conditions Annexure-1.*
8. Supplier to give clause-by-clause confirmation for all relevant clauses mentioned in technical specification *PC-M-00074*.
9. Supplier has to submit design calculation, CFD Analysis report, Detailed Engineering Drawing and their Quality Assurance Plan (QAP), related test procedures and other documents based on the generalized QAP provided for approval from BHEL & NPCIL. The actual production is permitted only after approval of the documents by BHEL and NPCIL.
10. Inspection agencies for indigenous supply of materials are BHEL and NPCIL. Inspection agency for imported supplies are BHEL and NPCIL/ Third Party Inspection (TPI) agency appointed/ authorized by NPCIL.

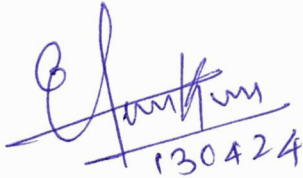


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SPECIAL CONDITIONS ANNEXURE – 1

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11. Chemical composition and mechanical tests shall be carried in In-house or Labs meeting the requirements as per National / International like ISO 9001 or ISO/IEC 17025 etc. or Government approved labs.
12. Supplier shall submit their QA manual / Quality manual in line with ISO: 9001 (latest version) for review and acceptance by BHEL.
13. Dispatch clearance will be given after receipt of As-built Drawings, Test Certificates and Approved Inspection Reports as per approved QAP by BHEL & NPCIL.
14. Three sets of documents containing (i) Test Certificates, (ii) Approved Quality documents and Test procedures, (iii) Design Change Requisitions (if any), (iv) Drawings, (v) Inspection reports etc. to be provided along with the supply of items.
15. Supplier to guarantee for the products supplied for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
16. Supplier to submit his Technical and Commercial Bid conforming to the above points as given in this annexure.
17. The generic quality plan provided is tentative for offer submission. The stages of inspection and the requirement of review & witness may have minor changes during review of QAP after P.O.



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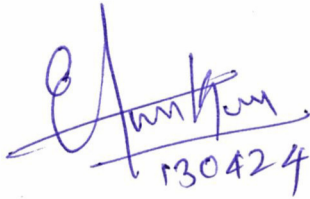
SPECIAL CONDITIONS ANNEXURE – B

PR No. 135713555, Dated: 13-04-2024

Requirements of Financial Soundness:

1. The Import suppliers shall submit latest report from any reputed third party business rating agency like Dun & Bradstreet, Credit reform etc.
2. Indigenous supplier shall submit audited copies of annual reports (Balance Sheet), Profit & Loss statement for the last three years (or from the date of incorporation whichever is less) and GST Certificate.

This Special Condition Annexure-B (Financial Soundness) along with Special Condition Annexure-1 (Technical Qualification requirements) together will form the Pre-Qualification requirements for this PR.



130424

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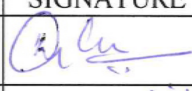
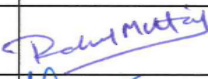
SPECIFICATION NO. : PC – M – 00074

**TECHNICAL SPECIFICATION
ON
MIST EXTRACTOR FOR STEAM GENERATORS
FOR 700MWe PHWRs**

REF. USI NO. : 33111

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	NAME	Designation	SIGNATURE	DATE
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File Name: PC-M-00074

REVISION CONTROL SHEET

DOCUMENT TYPE: TECHNICAL SPECIFICATION

NO. : PC – M – 00074

TITLE: TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs

REV. NO. & DATE	DESCRIPTION OF REVISION	REVISED BY NAME & SIGNATURE	CHECKED BY NAME & SIGNATURE	REVIEWED BY NAME & SIGNATURE	APPROVED BY NAME & SIGNATURE

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एनपीसीआईएल संपदा

"इस दस्तावेज में गोपनीय व प्रतिबंधित सूचना है और ये सूचनाएं न्यूक्लियर पॉवर कॉर्पोरेशन ऑफ इंडिया लिमिटेड(एनपीसीआईएल) की बौद्धिक संपदा है। इस दस्तावेज के किसी भाग, जिसमें प्रमुख रूप से इसके संपादकीय तत्वों, मौखिक व सांख्यिक व इसके अंतर्गत आने वाले आरेखों सहित चित्रात्मक अभिव्यक्तियां भी शामिल हैं, को, एनपीसीआईएल की लिखित पूर्वानुमति के बगैर, किसी व्यक्ति या एकक द्वारा, अभी तक ज्ञात किसी भी रूप में अथवा भविष्य में विकसित की गई इलेक्ट्रॉनिक, डिजिटल अथवा मैकेनिकल, जिसमें इनकी फोटोकॉपी करना, स्कैनिंग करना या किसी सूचना भंडारण विधि अथवा सूचना प्रापण विधि से रिकार्ड करना आदि शामिल हैं, जैसी किसी भी विधा के माध्यम से, पुनःप्रस्तुत अथवा संप्रेषित अथवा उपभोग अथवा प्रकाशित नहीं किया जाएगा। अनधिकृत उपभोग, प्रकटीकरण अथवा इसकी प्रति तैयार करना पूर्णतया वर्जित है और इसे गैर कानूनी कृत्य माना जा सकता है तथा ऐसा करने पर कानूनी कार्रवाई की जा सकती है।"

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NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 1 of 11
	Rev. No. : 0

1.0 SCOPE

This specification covers technical requirements for the design, procurement of materials, manufacture, inspection, testing, guarantee, packing and supply of Mist Extractor (04 nos. per 700MWe PHWR unit i.e. for four nos. of Steam Generator per PHWR unit). All the requirements under this specification represent minimum requirements.

The Mist Extractor is to be designed for installation inside a vertical Steam Generator at the top and supported vertically from the dished head. The Mist Extractor shall provide trouble free operation continuously for minimum 40 (forty) years without any maintenance requirements.

Each Mist Extractor shall include (refer Sketch-1 & Sketch-2 for details), but is not limited to the following equipment.

- Inlet Flow Distribution Arrangement (Side Perforated Plates)
- Mist Separating Vanes
- Top and Drain Channels with Slot Covers
- Side and Jacking Channels with Jacking Bolts, Hex Nuts and Clip Arrangements

The configuration of Mist Extractor shall be capable of being accommodated within the available space of the Steam Generator as per the attached Sketch-1 & Sketch-2. No additional space would be provided.

The performance of the prototype and/or production vanes shall be experimentally tested in order to evaluate droplet removal characteristics of the vanes such as to meet the specified steam quality requirements. Prototype vane assembly & performance tests are not required for the vendors who have earlier supplied the similar configurations to Indian PHWR Steam Generators. Production vanes performance test (testing of assembly of 15 vanes per Mist Extractor) shall be carried out. The detail scheme of experiment and Vane Performance Qualification shall be subjected to review and approval by NPCIL. Mist Extractor shall be of proven design.

Equipment shall be supplied along with the following.

- Engineering Drawings, Inspection Reports etc. as per section-8. The inspection report must be approved by the purchaser and the report shall accompany the Mist Extractor when they are shipped.
- CFD Analysis Model along with CFD Analysis Report
- Min. 5 sets of Jacking Fasteners & Locking washers and 5 nos. of Vanes for Each Mist Extractor Assembly as spares.

NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 2 of 11
	Rev. No. : 0

The Supplier shall complete and submit the Supplier Data Sheets and guarantees as per Section 9.0 of this specification with the equipment offered in full conformance with the specification. All omissions or exceptions to the requirements of this specification must be included in the exceptions to the specification section of the Supplier data sheet(s). Without the complete data sheets and the exceptions to the specification sheets, the proposal will not be evaluated.

2.0 CONTENTS:

The requirements of this specifications are presented under following headings:

Description	Section
Scope	1.0
Contents	2.0
Applicable Codes & Standards	3.0
Mist Extractor Configuration Requirement	4.0
Mist Extractor Constructional Requirement	5.0
Performance Data	6.0
CFD Analysis	7.0
Drawings & Documents	8.0
Supplier Data Sheet	9.0

3.0 APPLICABLE CODES & STANDARDS:

The equipment shall be designed, fabricated, examined and tested using following applicable codes and standards, including their respective addenda, amendments, and errata. All Applicable standards shall be as per latest edition during the time of placement of order. In case of conflict between the codes/standards listed with the requirements of this specification, the requirements which are more stringent shall govern.

ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
EN	European Standards
VDI	Verein Deutscher Ingenieure (The Association of German Engineers)

NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 3 of 11
	Rev. No. : 0

4.0 MIST EXTRACTOR CONFIGURATION REQUIREMENT:

- 4.1 The arrangement and construction of the vanes (high performance) should allow the Separated moisture to drain at right angles to the steam flow in order to prevent re-entrainment of moisture.
- 4.2 Vane plate arrangement with hook arrangement for ensuring collection drainage and flow redirection at end of each vane turn to be utilized to meet the specified dryness of Steam (99.75% wt./wt.) over the specified operating range
- 4.3 Vane plate spacing and turning angle to ensure minimum pressure drop while maximizing collection levels by reducing through-flow across the vane assembly
- 4.4 The maximum total allowable pressure drop including flow distribution arrangement ahead of Vane plate arrangement is specified as 0.02 kg/cm² for Total Steam Flow – continuous maximum condition.
- 4.5 Specific Vane configuration to be provided for all sides (adjacent to side and jacking channels) to ensure steam flow through along sides also meets overall mist collection levels
- 4.6 Vane Configuration chosen should have its natural vibrational frequency above the flow induced frequency for the given steam flow operating range. Supplier to provide the design calculation/analysis with computation method in design document.
- 4.7 Supplier to envisage suitable arrangement as a part of Mist Extractor assembly for ensuring uniform distribution of steam water mixture at the entry of vanes.
- 4.8 Supplier to note perforated deck plate arrangement is envisaged downstream of vane Mist Extractor arrangement before the main steam outlet nozzle.
- 4.9 Supplier to note that total eight drain pipe OD 168.3mm x 7.1mm thickness are provided for evacuation of collected water from bottom drain channel

NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 4 of 11
	Rev. No. : 0

5.0 MIST EXTRACTOR CONSTRUCTIONAL REQUIREMENT:

- 5.1 Raw material for vanes and flow distribution arrangements is specified as stabilized stainless steel conforming to the requirements as of DIN EN10028-7 1.4550 or ASTM A240 Type 347 and it should have been solution annealed, pickled and passivated prior to manufacture.
- 5.2 Vane plate assembly construction to employ resistance welding of minimum 20 Gauge plate thickness.
- 5.3 The material of box frames and base of the Mist Extractor is specified as DIN EN 10028-2 1.5415 (16Mo3) or ASTM-204 Gr. A or B.
- 5.4 Jacking fasteners and Jacking bolt clip dimensions should be metric and made of Stainless steel SA-193 Gr B8 for Bolt, SA-194 Gr 8 for Nut and SS 304L for jacking bolt clip.
- 5.5 All surfaces of the Mist Extractor Assembly should be cleaned and should be free of oil, grease and other impurities.
- 5.6 All welding procedures and welder qualification shall be in accordance with ASME Section IX.
- 5.7 All welds shall be 100% examined by Liquid Penetration Test (LPI) as per ASME Sec-V Article-6. All cracks or defects with crack like indications are not acceptable. Spot indications of 1.5mm diameter and less are acceptable up to 10 numbers per meter length of weld provided they are separated by at least 2mm.
- 5.8 Each assembly shall be packed dry in air-tight polythene sheets. Care should be taken to avoid any projections on the inside of the crate to avoid damage to the Mist Extractor. Suitable moisture absorbers shall be provided inside the crates.

NUCLEAR POWER CORPORATION OF INDIA LTD			
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs		Page No.	: 5 of 11
		Rev. No.	: 0

6.0 PERFORMANCE DATA

Operating Conditions			
Parameter	Units	Value	Remarks
Mist Extractor Outlet			
Total Steam Flow – continuous maximum	kg/hr	968400	Includes 0.25% Moisture
Total Design Steam Flow – Upset	kg/hr	1065240	110% rated Includes 0.25% Moisture
Pressure at Steam Generator Outlet	kg/cm ² (g)	44.0	
Operating Temperature	° C	256	Saturated State
Mist Extractor Inlet			
Moisture Content at Mist Extractor Inlet	%	20	
Total Steam Flow – continuous maximum	kg/hr	1210500	
Total Design Steam Flow – Upset	kg/hr	1331550	
Droplet diameter Distribution	microns	2-300	
Droplet Average diameter	microns	100-200	
No of Primary Separators	Nos.	29	
Required Collection Efficiency	%	+ 99	
Mechanical Design Conditions			
Vessel Design Pressure	kg/cm ² (g)	55.0	
Vessel Design Temperature	° C	326	Saturated State
Mist Extractor – Design Differential Pressure	kg/cm ² (g)	0.1	

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700MWe PHWRs

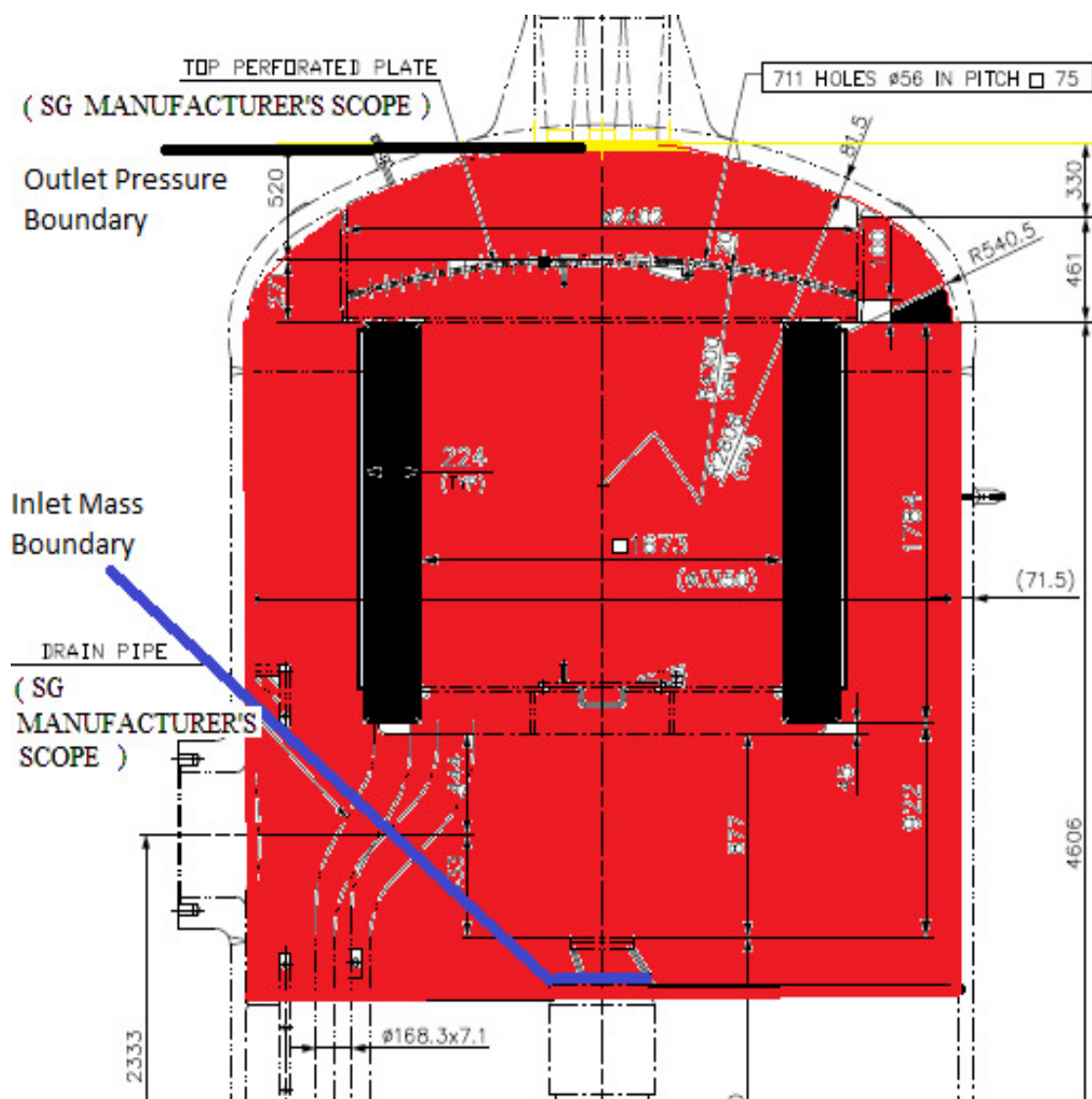
TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs

Page No. : 6 of 11

Rev. No. : 0

7.0 CFD ANALYSIS:

CFD analysis report of Mist Extractor arrangement is to be carried out for validating of uniform distribution of steam-water mixture at Mist Extractor Assembly and pressure drop evaluation etc. Any well-known Commercial available CFD software like ANSYS FLUENT, CFX or its equivalent can be utilized for modelling the assembly flow characteristics etc. Following figure shows the tentative scope of the CFD analysis.



NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 7 of 11
	Rev. No. : 0

8.0 DRAWINGS & DOCUMENTS:

8.1 Submitted with Quotation

- 8.1.1 The Supplier to provide dimensional outline drawings of the assembled units. The drawings shall show overall dimensions, mounting connections, clearances required for proper installation and state the weights of all major components.
- 8.1.2 Spare parts as defined in Section 1.0
- 8.1.3 Completed Supplier Data Sheets as per Section 9.0
- 8.1.4 Supplier shall submit the detailed Integrated Manufacturing Plan and Quality Assurance Plan (QAP) for NPCIL approval.

8.2 Submitted During Contract

8.2.1 Design Calculation Documentation consisting of

- (a) Calculation of Vane Cross sectional flow area for collector box dimensions
- (b) Pressure Drop prediction for Continuous Maximum and Upset design conditions
- (c) Design Calculation for adequacy of provided drain pipe capacity & vane natural frequency along with flow induced vibration frequency.

- 8.2.2 CFD analysis report of Mist Extractor arrangement is to be carried out for validating of uniform distribution of steam-water mixture at Mist Extractor Assembly and pressure drop evaluation etc. (Refer Section 7.0 for details)

- 8.2.3 Detailed engineering arrangement drawings of the Mist Extractor assembly unit including support details, flange connections, etc. All materials shall be readily identifiable on Supplier's drawings specifically in Bill of Material. A detailed drawing showing the packing arrangement shall be submitted to the purchaser, for approval to ensure seaworthy packing.

- 8.2.4 The detailed quality plan documents to be submitted by supplier for purchaser's approval prior to manufacture.

8.2.5 Detail of Vanes Performance Qualification

- 8.2.5.1 Test Scheme
- 8.2.5.2 Performance Qualification Report

The design calculation, CFD Analysis Model along with CFD Analysis report, Detailed Engineering Drawing and Quality Assurance Plan Documents are to be submitted for approval from purchaser to finalize the design prior to start of the manufacturing of Mist Extractor.

NUCLEAR POWER CORPORATION OF INDIA LTD	
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 8 of 11
	Rev. No. : 0

8.2.6 The following documents need to be submitted prior to dispatch clearance

8.2.6.1 As Approved engineering as-built drawings

8.2.6.2 Material certificates (as per DIN EN 10204-3.1B),

8.2.6.3 Inspection reports as per quality plans as approved by purchaser or his authorized agency before shipment of the Mist Extractor.

NUCLEAR POWER CORPORATION OF INDIA LTD		
700MWe PHWRs TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs	Page No. : 9 of 11	
	Rev. No. : 0	

9. SUPPLIER DATA SHEET (INDICATIVE ONLY)

Constructional Data			
Parameter	Units	Value	Remarks
Mist Extractor Frame Channel Details			
Width	mm		
Depth	mm		
Height	mm		
Material	-		
Vane Details			
Free Flow Area	m ²		
Number of Vanes in Frame	No.		
Thickness	mm		
Pitch	mm		
No of Turns	No.		
Depth of Vane Arrangement	mm		
Material	-		
Provision Special Vanes at Sides		Yes / No	To arrest bypass
Provision of Hook Configuration		Yes / No	To ensure drainage
Inlet Flow Distribution Arrangement			
Type of Arrangement			
Material of Construction	-		
Performance Data			
Pressure Drop across Mist Extractor	kg/cm ²		Max* 0.02 kg/cm ²
Average Velocity at Vane Channel	m/s		Max 2 m/s
Allowable Inlet Velocity Variation	%		Max ±20%
Guarantee Data			
Collection Efficiency	%		+99 to meet Steam Quality of 99.75% Dry for inlet Moisture Content of 20%

Note: Exceptions to the Specification

I have conformed to Sections 1.0 through 8.0 except as specifically noted as follows:

Enquiry Specification		Deviation	Accepted by NPCIL
Clause No	Requirement		
			Yes/ No

*For Total Steam Flow – continuous maximum condition

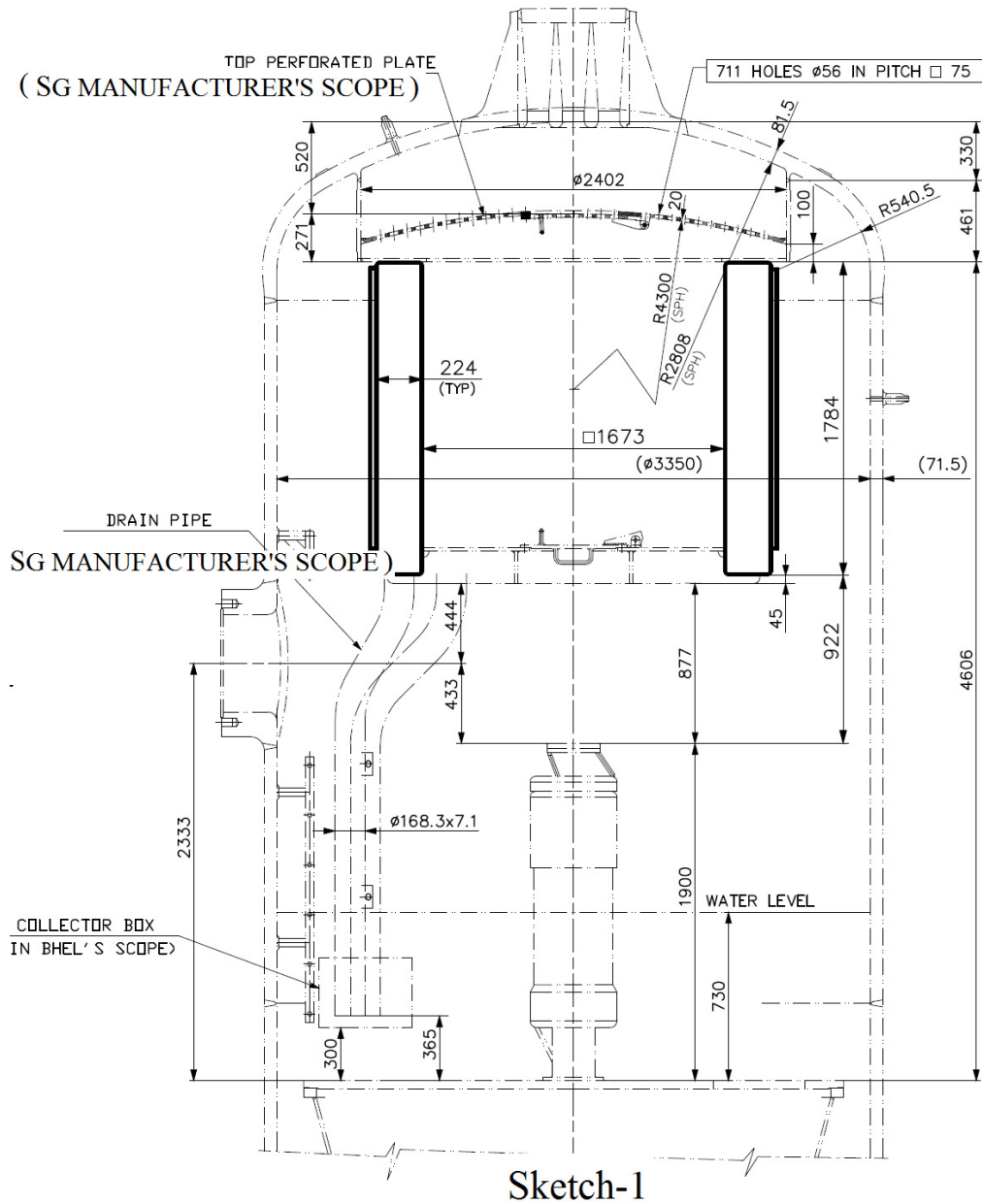
NUCLEAR POWER CORPORATION OF INDIA LTD

700MWe PHWRs

TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs

Page No. : 10 of 11

Rev. No. : 0



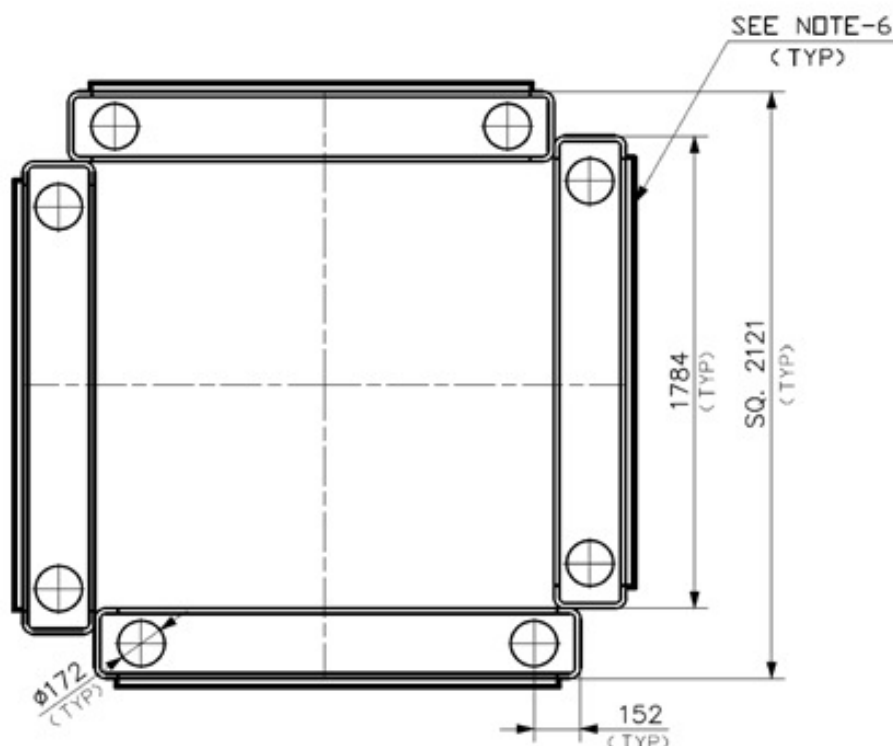
NUCLEAR POWER CORPORATION OF INDIA LTD

700MWe PHWRs

TECHNICAL SPECIFICATION ON MIST EXTRACTOR FOR STEAM GENERATORS FOR 700MWe PHWRs

Page No. : 11 of 11

Rev. No. : 0



NOTES: -

1. ALL DIMENSIONS ARE IN mm
2. SCOPE OF SUPPLY AS INDICATED IN THICK LINES AND AS PER SPECIFICATIONS
3. FOUR BANKS TO BE WELDED TOGETHER BY THE SUPPLIER AS SHOWN.
4. SUPPLIER TO CONFIRM THE DIMENSIONS.
5. SUPPLIER TO CONFIRM
 - i) THE SIZE & NO. OF HOLES IN TOP PERFORATED PLATE
 - ii) THE VOLUME ABOVE THE TOP PERFORATED PLATE TO HANDLE THE STEAM FLOW.
 - iii) VANE TYPE USED : HIGH PERFORMANCE
6. SUITABLE ARRANGEMENT SHALL BE PROPOSED BY SUPPLIER TO ENSURE UNIFORM DISTRIBUTION OF STEAM
7. ALL DIMENSION OF DRIER GIVEN IN THIS DRAWING IS ONLY INDICATIVE.

8. DETAIL OF TOP PERFORATED PLATE IS GIVEN IN DRAWINGS- 700FLEET/33111/4172/DD/R1 & 700FLEET/33111/4175/DD/R1

SKETCH-2

Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01 Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 1 of 11	

Sl. No.	Components & Operations	Characteristics	Type of check	Quantum of check	Reference documents	Acceptance norms	Format of record		Agency			Remarks
									P	R	W	
1	2	3	4	5	6	7	8	D*	9**			10
1.0	Procedures:											
1.1	Welding procedure & welder / machine qualifications for resistance spot welding and SMAW/GTAW/GMAW	1.WPS/PQR/WPQ 2.Machine qualifications 3. Consumable qualification	Record verification	100%	As per ASME SEC-IX Welding Procedure, Welder Performance Qualification to be submitted. As per ASME SEC-II Part C & SEC-III NB, Welding consumable qualification to be submitted	RD	√	3	2	--	--	
1.2	Approval / certification of go-gauge/no go-gauge templates for finished vane with pockets after spot weld	Go-gauge/no go-gauge Template verification, inspection	Go-gauge/no go-gauge Template verification	100%	Template details	RD	√	3	2	--	--	

[Signature]
29/12/22

[Signature]
29/12/22
[WITH N-OR]

					LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** 1: NPCIL, 2: BHEL, 3: SUPPLIER, P: PERFORM R: REVIEW W: WITNESS AND H : HOLD TC:TEST CERTIFICATE, RD: RECORD, MI:MINOR, MA: MAJOR, CR:CRITICAL
Prepared	Reviewed & approved	Reviewed	Approved	Reviewed & Approved	
Supplier		BHEL		NPCIL	

Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01 Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 2 of 11	

2.0 Vane Assembly:											
30 No. of prototype vane assembly before bulk manufacturing (see note-4)											
2.1	Receive & verify raw materials of vane bodies, pockets & spacers	Type of material, quantities, heat number, mechanical & metallurgical test	Visual & Record verification	100%	Material Specification (Raw Material Test to be carried out)	TC	√	3	2	--	Note-5, 6 & 7
2.2	Shear/Cut & form vane bodies, pockets & spacers	Free from defects	Visual & Template check	100%	Procedure to be submitted	RD	--	3	--	--	---
2.3	Marking and identification of vanes, pockets & spacers	Sl.No., Material designation	Visual & Record verification	100%	Guidelines for vane marking for traceability	RD	--	3	--	--	--
2.4	Dimensional check after Shearing/cutting & forming	Dimensions inspection	Template check	100%	Approved Template No: To be filled	RD	√	3	2	--	Thickness reduction at bend region of vane to be also reported

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Prepared	Reviewed & approved	Reviewed	Approved	Reviewed & Approved	
Supplier		BHEL		NPCIL	

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Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 3 of 11	Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:

2.5	LPI on bend region	LPI	Visual & Record verification	100%	LPI Procedure: To be submitted	RD	√	3	--	1 & 2	10% randomly will be witnessed
2.6	Assembly of vane bodies, pockets & spacers + Spot welding	Dimensional inspection & welding parameters	Visual & Record verification	100%	Drawings & WPS: To be submitted	RD	--	3	--	1 & 2	--
2.7	Destructive test on spot resistance weld samples	Shear test load, peel test load, nugget size, depth of penetration	Visual & Record verification	See Remarks	As per ASME SEC-IX Test procedure: To be submitted	TC	√	3	--	1 & 2	Test to be carried out at 1. Start & End of Shift 2. Change in machine settings. 10% random witness
2.8	Dimensional check after spot welding	Template check, Dimensional check & Visual	Measurement & Visual	100%	Approved template No. to be filled.	RD	√	3	-	1 & 2	10% randomly will be witnessed
2.9	Performance test of Vanes (See Note.: 4)	Performance data	Performance test	1 test per mist extractor	Performance test procedure to be submitted	RD	√	3	--	1 & 2	One test consists of min. 15 vanes

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	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 4 of 11	

Bulk manufacturing of vane assembly (after acceptance of prototype vane assembly (see note-4))

2.10	Receive & verify raw materials of vane bodies, pockets & spacers	Type of material, quantities, heat number, mechanical & metallurgical test	Visual & Record verification	100%	Material Specification-Raw Material Test to be carried out	TC	√	3	1 & 2	--	Note-1,5, 6 & 7
2.11	Pickling and passivation	Contamination / passivity check	Visual & Record verification	100%	Procedure to be submitted	RD	--	3	2	--	If raw material is not pickled and passivated
2.12	Material Mix up Test	PMI	PMI	10%	Procedure to be submitted	RD	√	3	2	--	10% of each heat number with a minimum of 5 measurements.
2.13	Shear/Cut & form vane comp. for first article check	Thickness measurement	Measurement & visual	*See remarks	Procedure to be submitted	RD	√	3	2	--	*Sampling
2.14	Shear/Cut & form vane bodies, pockets & spacers	Free from defects	Visual &	5%	Procedure to be submitted	RD	--	3	2	--	-----

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Supplier LOGO	Generic Qual Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 5 of 11	Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:

2.15	Batch tracking and identity of vanes bodies, pockets & spacers	Sl.No., Material designation	Visual & Record verification	5%	Procedure to be submitted	RD	--	3	--	--	--
2.16	Batch sampling dimensional check after shearing/cutting & forming	Batch sampling Dimensions inspection	Dimensional check	5%	Procedure to be submitted	RD	√	3	2	--	--
2.17	LPI on bend region	LPI	Visual & Record	5%	Procedure to be submitted	RD	√	3	--	2	Witness 10% of the quantum of check
2.18	Assembly of vane bodies, pockets & spacers + Spot welding	Batch sampling Diml. inspection & welding parameters	Visual & Record verification	5%	Procedure to be submitted	RD	--	3	--	2	Witness 10% of the quantum of check
2.19	Destructive test on spot resistance weld samples	Shear test and visual inspection	Visual & Record verification	See Remarks	Procedure to be submitted	RD	√	3	--	1 & 2	Test to be carried out 1. Start & End of Shift 2. Change in machine settings. Witness 10%

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Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 6 of 11	Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:

2.20	Dimensional check after spot welding	Go-gauge/no go-gauge Template check, dimensional check & visual	Measurement & Visual	5%	Approved Template No: To be filled	RD	√	3	--	1 & 2	--
2.21	Store vanes for further assembly	Cleanliness criteria	Visual & Record verification	100%	Procedure to be submitted	RD	--	3	--	--	--
3.0 Frame Assembly – Individual Bank											
3.1	Receive & verify raw materials	Type of material, quantities, heat number, mechanical & metallurgical test	Visual & Record verification	100%	Material Specification - Raw Material Test Report Review to be carried out	TC	√	3	1 & 2	--	Note-1,5 & 8
3.2	Forming, drilling, punching, machining, shear and form, Gas cut / saw	Free from defects	Visual & Record verification	100%	Procedure to be submitted	RD	--	3	--	--	--

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Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 7 of 11	Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:

	cut component for frameworks including perforated plated										
3.3	Marking and identification of frame components	Sl.No., Material designation	Visual & Record verification	100%	Procedure to be submitted	RD	--	3	--	--	--
3.4	Dimensional check after Shearing/cutting & forming	Dimensions inspection	Dimensions	100%	Drawing to be submitted	RD	√	3	2	--	--
3.5	LPI on bend region(including perforated plates)	LPI	Visual & Record verification	100%	Procedure to be submitted	RD	√	3	--	2	20% Witness
3.6	Fit-up of frame work	Fit-up	Dimensional check	100%	Procedure to be submitted	RD	--	3	--	--	--
3.7	Welding	welding parameters	Visual & Record verification	100%	Procedure to be submitted	RD	√	3	--	--	--

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Supplier LOGO	Generic Quality Plan for Mist Extractor			QAP: FLEET: MIST EXTRACTOR:01		
	Item: Mist Extractor	QP No.: Rev. No.: Date: Page No: Page 8 of 11		Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:		
	Sub-System: Steam Generator					

3.8	Dimensional and visual check after welding	Free from visual defects & dimensions	Visual and dimensional check	100%	Drawing to be submitted	RD	√	3	--	2	20% Witness
3.9	NDE of welded assemblies	LPI	LPI	100%	Procedure to be submitted	RD	√	3	--	2	20% random
3.10	Clearing & Final Dimensional Check	Free from visual defects & dimensions	Visual and dimensional check	100%	Procedure to be submitted	RD	√	3	--	2	20% random
3.11	Store frame assembly for further assembly	Cleanliness criteria	Visual/Record verification	100%	Procedure to be submitted	RD	--	3	--	--	--
4.0 Jacking Fasteners and locking washers											
4.1	Receive & verify Jacking Fasteners and locking washers	Type of material, quantities, heat number, mechanical, metallurgical test & dimensions	Record verification	100%	Mill test certificate	TC	√	3	2	--	--

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Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01
	Item: Mist Extractor	QP No.: Rev. No.: Date: Page No: Page 9 of 11	Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:
	Sub-System: Steam Generator		

5.0	Mist Extractor Assembly									
5.1	Welding of four banks frame assembly									
5.1.1	Fit-up of indiv. banks to form four banks frame assy	Fit-up	Dimensional check	100%	Drawing to be submitted	RD	--	3	--	--
5.1.2	Welding	welding parameters	Visual & Record	100%	Procedure to be submitted	RD	√	3	2	--
5.1.3	Dimensional and visual check after welding	Free from visual defects & dimensions	Visual and dimensional check	100%	Drawing to be submitted	RD	√	3	--	1 & 2
5.1.4	NDE- PT of welded assy	LPI	Visual & Record	100%	Procedure to be submitted	RD	√	3	--	1 & 2
5.2	Assembly of vanes									
5.2.1	Vanes installation in Frame Assembly	Quantity of vanes	Visual & Record verification	100%	Procedure to be submitted	RD	√	3	--	--
5.2.2	Tightening of vanes using Jacking fasteners &	Tightening	Visual & Record verification	100%	Procedure to be submitted	RD	√	3	2	--

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	Item: Mist Extractor	QP No.: Rev. No.: Date:	
	Sub-System: Steam Generator	Page No: Page 10 of 11	

	locking washers										
6.0 Final Inspection											
6.1	Visual Inspection and Final Dimensional requirement of Mist Extractor	Free from visual defects, Cleanliness	Visual & Dimensional check	100%	Drawing to be submitted	RD	√	3	2	--	---
6.2	Axis Marking	Axis Marking	Visual	100%	Procedure to be submitted	RD	√	3	2	--	---
6.3	Marking	Sl.No., PO No., Inspector Seal	Verification and Visual	100%	Procedure to be submitted	RD	√	3	--	--	---
6.4	Certification and documentation control	Order compliance	Certificate compilation	100%	Order compliance	RD	√	3	2	--	---
6.5	Packing & shipping of dryer assembly and components	Order compliance	Visual & Record verification	100%	Procedure to be submitted	RD	--	3	2	--	--
6.6	Issue of Release note	--	--	--	--	--	--	3	1 & 2	--	--

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Supplier LOGO	Generic Quality Plan for Mist Extractor		QAP: FLEET: MIST EXTRACTOR:01 Project: FLEET 700MWe SG W.O.: D167 to D178 – 001-1-93-172 P.O:
	Item: Mist Extractor Sub-System: Steam Generator	QP No.: Rev. No.: Date: Page No: Page 11 of 11	

Note:

- 1) All components material grade to be mentioned on material test reports.
- 2) This quality plan indicates detailed sequence of operations at various stages.
- 3) No weld repair is permitted on Vanes. Vanes must be replaced for any observed weld damage.
- 4) Prototype vane assembly & performance tests are not required for the vendors who have earlier supplied the similar configuration to Indian PHWR steam generators.
- 5) Test certificate (having supplied condition, Chemical composition, Mechanical properties (Yield, Tensile, Elongation & Hardness) in one sample per heat per HT lot) shall be reviewed with proper correlation with materials and acceptance shall be based on relevant material specifications. The Heat Treatment Chart / Record for preceding sensitizing heat treatment (see Note 7) to be submitted for verification.
- 6) For Raw material of Vanes, the residual copper content shall not be more than 0.3%
- 7) For SS material, Intergranular Corrosion Test shall be carried out in one sample per heat as per ASTM A-262 practice E with preceding sensitizing heat treatment at 650°C for 30minutes.
- 8) For Raw material of Frame, the nitrogen content shall not be more than 0.009%.
- 9) For LPI, penetrants, developers and cleaning agents containing more than 25ppm each of sulfur and halogens shall not be used.
- 10) Following procedures are internally controlled procedures of peerless:
- 11) Stage wise inspection documents shall be concluded/ completed with signature of all inspection agencies before taking up and presenting the next stage for inspection.
- 12) The mentioned quantum of stage inspection & witness by BHEL and NPCIL is only tentative and the same is subjected to change during review and approval of quality plan after PO.

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BHARAT HEAVY ELECTRICALS LIMITED
ATP/PURCHASE
BHEL / TRICHY-620 014.

ANNEXURE-D Rev 01
ENQ.No.1402400006

Dt.31-05-2024

Enquiry Terms & Conditions for Mist Extractors

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments		
01	Material specification: Supply of Mist Extractors shall be made strictly as per NPCIL Technical Specification PC-M-00074, Drawing no. 2-93-172-05379/Rev 00, Generic QAP ref. no. FLEET: MIST EXTRACTOR:01 & Special Condition Annexure 1 as mentioned in the enquiry.			
02	Specification, Size & Quantity: a) All the Mist Extractors are to be supplied fully meeting the NPCIL Technical Specification PC-M-00074, Drawing no. 2-93-172-05379/Rev 00, Generic QAP ref. no. FLEET: MIST EXTRACTOR:01 & Special Condition Annexure 1. If there is any deviation, the same should be mentioned clearly in the offer itself. b) Quantity of the Mist Extractor shall be as per tendered quantity and it is not splittable. <table border="1"><tr><td>Mist Extractor NPCIL Technical Specification PC-M-00074 Drawing no. 2-93-172-05379/Rev 00</td><td>12 nos</td></tr></table> c) Inspection agency for Indigenous suppliers – BHEL & NPCIL. d) Inspection agency for import suppliers - BHEL & NPCIL or NPCIL appointed third party inspection (TPI) agency. e) Point wise confirmation for Special Condition Annexure 1 (Pre-Qualification Criteria) and manufacturing facility details are to be mandatorily filled & signed by the bidder and to be uploaded in NIC portal (https://eprocurebhel.co.in) along with Technical Bid (Part 1 bid). f) Review, Witness and Hold Points Review – All relevant records pertaining to the process/ activity should be produced to BHEL & NPCIL, as the case may be, for verification. Witness – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL & NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL & NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL & NPCIL further processing/ activity could be done. Hold – BHEL & NPCIL witness & clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL & NPCIL for the current stage."	Mist Extractor NPCIL Technical Specification PC-M-00074 Drawing no. 2-93-172-05379/Rev 00	12 nos	
Mist Extractor NPCIL Technical Specification PC-M-00074 Drawing no. 2-93-172-05379/Rev 00	12 nos			

03	<u>Offer Submission:</u> a) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (https://eprocurebhel.co.in) ONLY. c) Scanned copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal. d) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/ e) Acceptance of offer will be subject to existing customer approval. f) Quoted Currency. Supplier Shall indicate the quoted currency. If there is any discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno commercial bid (part-1) shall hold good and the commercial term quoted in Price bid (Part-II) shall not be considered. g) The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
04	<u>Reverse Auction</u> 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-commercially qualified bidders. 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.	
05	Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements: Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. For foreign Principal In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/. For Indian agent In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
06	<u>Validity:</u> The offers shall be kept open for acceptance for 120 days from the date of Part 1 bid opening. Once the tenders are submitted, rates cannot be changed on any grounds.	
07	<u>Delivery:</u> The offer shall clearly indicate delivery period in fixed number of weeks/Months for each lot from the date of approval of technical documents and manufacturing clearance. BHEL Delivery Requirement is Lot 1 (4 nos) – 8 months, Lot 2 (4 nos) – 16 Months & Lot 3 (4 nos) – 24 Months from the date of approval of all technical documents.	
08	<u>Goods and Service Tax (GST)</u> <u>Indigenous suppliers:</u> - Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. - Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.	

	- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). - Invoices will be processed only upon completion of statutory requirement and further subject to following: - Vendor declaring such invoice in Form GST ANX-1 - Receipt of Goods or Services and Tax invoice by BHEL - As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). - In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. - In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor - In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. - Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. - Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. - GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. - GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred. Import Suppliers: Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail. Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.	
09	<u>Indigenous vendors – Terms of delivery:</u> - Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). - The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch.	
10	<u>IMPORT Vendors - Terms of Delivery:</u> - Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LIFO – Liner in Liner Out) basis. - Port of loading should be indicated without fail. - Port of discharge should be Chennai. - The preferred shipment mode is "Containerized Cargo or Break Bulk" shall be specified clearly in the offer. <u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u> - For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LIFO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting	

	applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. b.) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". <u>BREAKBULK CARGO:</u> a) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. b) The materials will be Custom cleared from Port itself. <u>INFORMATION TO IMPORT SUPPLIERS:</u> a) Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). b) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. c) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to: - Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival - Discrepancy in documents - Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) d) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis (i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. (ii) The detention/demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from Vendor's bills only. (iii) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. (iv) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL. (v) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge g. PCS - Port Congestion Surcharge h. LSS - Low Sulphur Surcharge i. Devanning Charges	
11	<u>Transport Conditions for Import:</u> The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. a) 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice. b) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/	

	demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. c) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". d) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. e) This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
12	<u>Acceptance of materials supplied:</u> a) The supply shall strictly as per the specifications in the tender /purchase order. b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' from the delivery of items or delivery of the required test certificates /other documents whichever is later. d) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier. e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier.	
13	<u>Payment terms:</u> <u>Indigenous:</u> Payment for MSE vendors will be as per MSMED Act, 2006. For Micro & Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of Vehicle/Gate entry subject to acceptance of materials. For Medium Enterprises, BHEL Payment term is 100% direct EFT payment in 60 days from the date of Vehicle/Gate entry subject to acceptance of materials. For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of Vehicle/Gate entry subject to acceptance of materials. <u>Import:</u> BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. If supplier insists for LC, Usance LC with 120 days' credit will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly along with MTC copies for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. Expiry of LC will deem any subsequent bill to be cleared against CAD. Any deviation in the above payment term will attract loading as mentioned below: Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders. <u>New Suppliers:</u> For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 90 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 120 days' credit will be opened one month prior to material readiness. Offers with payment terms as Advance Payment & LC at Sight Shall be rejected.	

14	<u>Liquidated Damage (Indigenous & Imports):</u> 1. Time is the essence of the contract. 2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. 3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. 4. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. 5. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). 6. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. Indigenous: For "FOR Delivery terms", Vehicle / Gate entry date will be taken for LD calculation Import: For CFR terms, BL date will be considered for LD calculation.	
15	<u>Breach of contract, Remedies and Termination:</u> In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: I. from dues available in the form of Bills payable to defaulted supplier against the same contract. II. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. III. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.	
16	<u>Warranty:</u> Supplier to accept warrantee against non-compliance to specification requirements for "18 months from the date of supply or 12 months form the date of commissioning whichever Is earlier". Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
17	<u>O&M Manual:</u> Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted.	
18	<u>Non-Disclosure Agreement(NDA)</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
19	<u>Patent Right</u> The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
20	PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT A. Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender. B. If yes, mention the Concessional Customs Duty (Such Duty Benefits) C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.	VENDOR COMMENTS YES / NO % SUBMITTED/ NOT SUBMITTED

	D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents	CONFIRMED/ NOT CONFIRMED
	E. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	CONFIRMED/ NOT CONFIRMED
	Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.	
21	<u>Role of Agents</u> a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same. c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. Vendors/ principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
22	<u>Agency Commission:</u> a) If overseas principal has any tie-up with any third party/ agents, it should be declared while submitting offers. b) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by BHEL in India, in Indian rupees, on satisfactory completion of the contract. c) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer. d) For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
23	<u>Evaluation Criteria:</u> The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below: <u>Indigenous:</u> Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D) + Inspection loading A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR. B. GST and any other charges quoted by indigenous vendors will be added to the base price. C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. <u>Import:</u> Total Landed cost = CFR Rate in INR (A) + Applicable Duties & Taxes (B) + Incidental Charges (C) + Loading for payment term & LD (D) + Inspection Loading - Input Tax Credit (E) A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LIFO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. B. Customs duty, Safe guard duty, antidumping duty and Goods and Services tax as applicable will be added to the INR price. C. Incidental charges as applicable will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy.	

	D. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost. E. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding". <u>Loading for Inspection (For both Import and Indigenous):</u> BHEL Personnel (1 Person) will be at vendor works for Reviewing / Witnessing of stage wise testing as indicated in Quality Plan from the date of approval of all technical documents till the dispatch of final lot of Mist Extractors. Expense to BHEL for the above mentioned time frame will be loaded to the quoted rate, based on the quoted delivery period.	
24	<u>General condition:</u> a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation. b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc must be provided along with the supply of materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL & NPCIL. c) Supplier has to submit Quality documents and related test procedures for BHEL and NPCIL approval within two weeks from the placement of Purchase Order. d) Shipment of Mist Extractors shall be as per the dates mentioned in the enquiry. e) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only. f) No revision of prices shall be allowed after the tenders are opened. g) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered. h) BHEL will consider the ranking after the loading is applied wherever deviations are observed. i) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. j) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution. k) Offer will be evaluated based on Landed cost to BHEL- Trichy on total package basis only. l) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip. m) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. n) No payment will be made for the excess quantity. o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. p) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.	

	q) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above. r) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. s) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. For any clarification you can contact to rmeqa@bhel.in, Contact no. 0431 2575458.					
25	<u>Fraud Prevention Policy</u> "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."					
26	<u>Suspension of Business Dealings with Suppliers/Contractors:</u> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: http://www.bhel.com/vender_registration/vender.php.					
27	Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. Commitment by Bidder/ Supplier/ Contractor • The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. • The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. • The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.					
28	<u>Cartel Formation:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.					
29	<u>Integrity Pact (IP):</u> (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><td>IEM</td><td>Email</td></tr><tr><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr></table>	IEM	Email	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	
IEM	Email					
Shri Otem Dai, IAS (Retd.)	iem1@bhel.in					

	<table><tr><td>Shri Bhiswamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>Shri Mukesh Mittal, IRS (Retd)</td><td>iem3@bhel.in</td></tr></table>	Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in	Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in							
Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in											
Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in											
(b)	The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.											
(c)	Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s): <table><tr><td>Name: R. Meganathan</td><td>Name: P K Ramesh Kumar</td></tr><tr><td>Dept: Materials Management</td><td>Dept: Materials Management</td></tr><tr><td>Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014</td><td>Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014</td></tr><tr><td>Email: rmega@bhel.in</td><td>Email: pkramesh@bhel.in</td></tr><tr><td>Phone: 0431-257-5458</td><td>Phone: 0431-257-7701</td></tr></table>	Name: R. Meganathan	Name: P K Ramesh Kumar	Dept: Materials Management	Dept: Materials Management	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014	Email: rmega@bhel.in	Email: pkramesh@bhel.in	Phone: 0431-257-5458	Phone: 0431-257-7701	
Name: R. Meganathan	Name: P K Ramesh Kumar											
Dept: Materials Management	Dept: Materials Management											
Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014											
Email: rmega@bhel.in	Email: pkramesh@bhel.in											
Phone: 0431-257-5458	Phone: 0431-257-7701											
30	<u>Tax Residency Certificate (Import Suppliers)</u> As per extant provisions of Income Tax Act,1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act. - Valid Tax Residency Certificate issued by Govt / Tax agency of country. - Form 10F duly filed signed. - No PE and No Business connection declaration in supplier's letter head. - Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country. (sample copy as per Annexure-DT2)											
31	<u>Resolution of Disputes:</u> The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. <u>Notes:</u> - No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. - Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. - The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions. - The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions. - Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .											

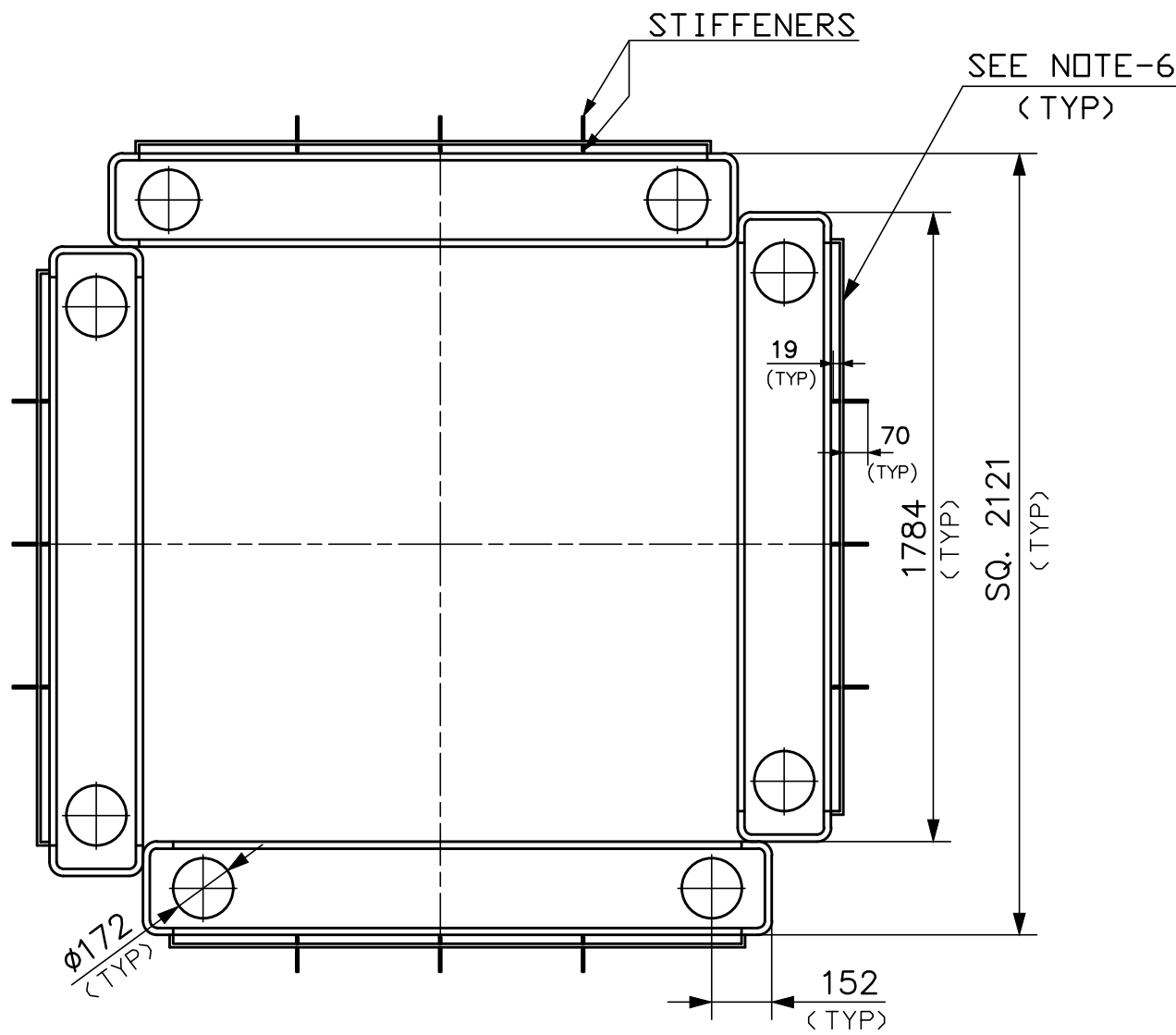
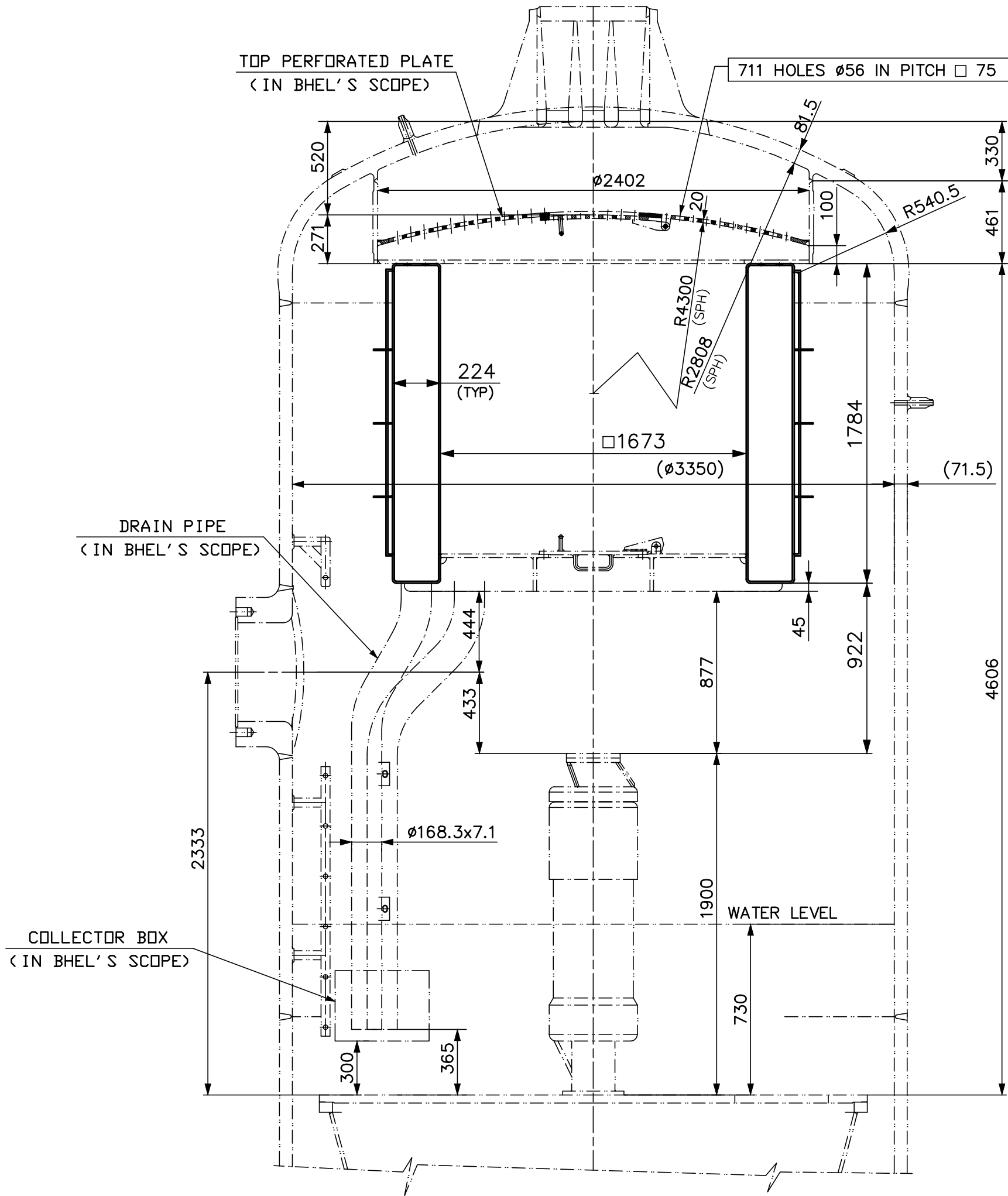
	6. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. 7. The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. 8. The contract shall be governed, construed and interpreted in accordance with the laws of India. 9. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. <u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u> In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.	
32	<u>In the event of Force Majeure:</u> a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	
33	<u>Execution of the order:</u> a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection. c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days. e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	

34	<u>Set-off Clause:</u> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
35	<u>Conflict of Interest Among Bidders/Agents:</u> A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: - they have controlling partner (s) in common; or - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or - they have the same legal representative/agent for purposes of this bid; or - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly. Assemblies from one bidding manufacturer in more than one bid; or - In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: - The principal manufacturer directly or through one Indian agent on his behalf; and - Indian/foreign agent on behalf of only one principal; or - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business in the format provided as Annexure.	
36	<u>Caution:</u> - The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. - The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.	
37	<u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors meeting the tender requirements of BHEL) - As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration certificate. - In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier. - If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next	

	MSE vendor in the price band and so on. Finally, if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor. d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%. e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. g) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL. h) MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate along with CA certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.	
38	<u>Preference to Make in India:</u> For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a declaration/certificate in this regard as per Govt. of India guidelines for Public Procurement.	
39	<u>Restrictions for Procurement from a country sharing its land border with India</u> Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR on procurement from bidders representing countries sharing land border with India will be applicable for this tender. In case of subsequent orders issued by Govt. of India regarding procurement from bidders representing countries sharing land border, the same shall be applicable even if issued after issue of this NIT.	
40	<u>Enclosures:</u> a) Enquiry b) Specification PC-M-00074 c) Generic QP d) Special Condition Annexure 1 & B (PQR) e) Drawing 2-93-172-05379 f) List of Approved penetrants g) Integrity Pact h) NDA format	
RAMASAMY MEGANATHA N Digitally signed by RAMASAMY MEGANATHAN Date: 2024.05.31 18:04:00 +05'30' (On behalf of BHEL)		<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature

NOTES: -

1. ALL DIMENSIONS ARE IN mm
2. SCOPE OF SUPPLY AS INDICATED IN THICK LINES AND AS PER SPECIFICATIONS
3. FOUR BANKS TO BE WELDED TOGETHER BY THE SUPPLIER AS SHOWN.
4. SUPPLIER TO CONFIRM THE DIMENSIONS.
5. COMMENT ON : i) THE SIZE & NO.OF HOLES IN TOP PERFORATED PLATE
ii) CONFIRM THE VOLUME ABOVE THE TOP PERFORATED PLATE TO HANDLE THE STEAM FLOW.
iii) VANE TYPE USED : HIGH PERFORMANCE (P8X OR BETTER)
6. SUITABLE ARRANGEMENT SHALL BE PROPOSED BY SUPPLIER TO ENSURE UNIFORM DISTRIBUTION OF STEAM
7. ALL DIMENSION OF DRIER GIVEN IN THIS DRAWING IS ONLY INDICATIVE.



TOLERANCE IF NOT SPECIFIED SHALL BE AS BELOW (REFER IS: 2102-m)
(FOR MACHINING)

GENERAL TOLERANCES FOR FABRICATION	LINEAR				ANGULAR			
	0.5 TO 3	±0.1	400 TO 1000	±0.8	0 TO 10	± 1°		
FOR LINEAR : ±1.5	3 TO 6	±0.1	1000 TO 2000	±1.2	10 TO 50	± 30'		
FOR ANGLES : ±1°	6 TO 30	±0.2	2000 TO 4000	±2.0	50 TO 120	± 20'		
FOR MACHINING : IS 2102-m	30 TO 120	±0.3	—	—	120 TO 400	± 10'		
FOR WELDING : EN ISO 13920 -BF	120 TO 400	±0.5	—	—	OVER 400	± 5'		

REV	DATE	ALTERED :
		CHD&APPD :

CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT
700MWe STEAM GENERATOR
W.O.No.D167-001-1-93-172-FLEET



Bharat Heavy Electricals Ltd
UNIT: HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI - 620014

DRN	NAME	SIGNATURE	DATE	NO. OF VAR
CHD	A. DL		24.12.22	
APPD	E. ARUN		24.12.22	
	K.SRIDHARAN	-sd-	24.12.22	

DEPT	GRADE OF UNTOOL DIM	SCALE	WEIGHT (Kg)	REF TO ASSY / OLD DWG	ITEM NO	NO OF ITEMS
NC	C/M/F					
CODE	150					
TITLE			CARD CODE	DRAWING NO :	RE	
FOUR BANK TOP OUTLET MIST EXTRACTOR (700MWe)			U 01	2-93-172-05379	00	

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF
INDIA LTD.

(A Government of India Enterprise)

गुणवत्ता आश्वासन निदेशालय

Directorate of Quality Assurance

नाभिकीय ऊर्जा भवन, अणुशक्तिनगर, मुंबई-400
094

Nabhikiya Urja Bhavan, Anushaktinagar,
Mumbai - 400 094.

Corporate Identification No. U40104MH1987GOI149458



थॉमस मैथ्यू Thomas Mathew

अधिशाली निदेशक (गु.आ.) Executive Director (QA)

Phone: 022- 25995030/25558487

Fax.No.: 022-25565354

e-mail:tmathew@npcil.co.in

सं. No. एनपीसीआईएलNPCIL/02500/क्यूएडीQAD/ईडीED(क्यूएQA)/एमएम/2022/III June 28, 2022

विषय : वेधी पदार्थों के अनुमोदित ब्रांड की सूची।

Sub: List of approved brands of penetrant materials

28-06-2022 की स्थिति में एनपीसीआईएल के उपयोग हेतु वेधी पदार्थों के अनुमोदित ब्रांड की सूची इसके साथ संलग्न है। यह अनुमोदन हमारी प्रक्रिया संख्या QAD/NDT-PROC-PT-05,R-03 (तरल वेधी परीक्षण के लिए उपयोग में आने वाले रसायन परिवार के अनुमोदन हेतु प्रक्रिया) के अनुसार आवश्यकताओं के अनुरूप प्रदान किया जाता है।

The list of approved brands of penetrant materials for use on NPCIL jobs as on 28-06-2022 is enclosed. The approvals are granted in conformance to the requirements as per our procedure no. QAD/NDT-PROC-PT-05,R-03 (Procedure for approval of Family of Chemicals used for Liquid Penetrant Examination).

(थॉमस मैथ्यू Thomas Mathew)

28.06.2022

LIST OF APPROVED PENETRANT TESTING MATERIALS

(As on 28-06-2022)

Sr. No.	Manufacturers	Brand name	Description	Valid up to
1.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 P	Red Dye Penetrant	FEB-2026
2.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 PR	Penetrant Remover	FEB-2026
3.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 D	Developer (Non-Aqueous)	FEB-2026
4.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP 1	Red Coloured Solvent Removable Penetrant	July2024
5.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKC-1	Solvent Cleaner	July2024
6.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKD-S2	Solvent Base Developer	July2024
7.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-WP2	Red Coloured Water Washable Penetrant	July2024
8.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP2	Red Coloured Solvent Removable Penetrant.	July2024
9.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Penetrant (NP Grade)	Red Coloured Solvent Removable Penetrant.	Oct2024
10	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Cleaner (NP Grade)	Solvent Cleaner	Oct2024
11	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Developer (NP Grade)	Solvent Base Developer	Oct2024
12	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Red Dye Penetrant-W	Water Washable Dye Penetrant	Oct2024
13	3AK Chemie India Pvt.Ltd. (Formerly known as MR Chemie India Pvt. Ltd.),Hyderabad	MR ^(R) 62	Solvent Removable Penetrant–Red	Dec2026
14	3AK Chemie India Pvt.Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 68 NF	Solvent Removable and Water Washable Penetrant–Red	Dec2026
15	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 67	Solvent Removable and Water Washable Penetrant–Red	Dec2026
16	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 672 F	Solvent Removable and Water Washable Penetrant–Fluorescent	Dec2026
17	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 85	Solvent Remover suitable for MR ^(R) 68NF, MR ^(R) 67, MR ^(R) 672F and MR ^(R) 62.	Dec2026
18	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 70	Non-Aqueous Developer suitable for MR ^(R) 68 NF, MR ^(R) 67 and MR ^(R) 672F	Dec2026

Sr. No.	Manufacturers	Brand name	Description	Valid up to
19	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 70 I	Non-Aqueous Developer suitable for MR ^(R) 62.	Dec2026
20	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	SP-10,SC-20, SD30	Solvent Removable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
21	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	WP-15, SC20, SD30	Water Washable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
22	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR311-R, MR85,MR70I	Water Washable & Solvent Removable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
23	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-15/PP-15B	Red Coloured Solvent Removable Penetrant	AUG2026
24	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-19/PP-19B	Red Coloured Water Washable Penetrant	AUG2026
25	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC-21/PC-21B	Solvent Cleaner	AUG2026
26	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD-31/PD-31B	Solvent Base Developer	AUG2026
27	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-110/ PP110B	Red Coloured Solvent Removable Penetrant	AUG2026
28	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC 120/ PC-120B	Solvent Cleaner	AUG2026
29	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD 130 /PD-130B	Solvent Base Developer	AUG2026
30	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS46/FPS46B	Solvent Removable Fluorescent Penetrant	AUG2026
31	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS49/FPS49B	Water Washable Fluorescent Penetrant	AUG2026
32	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-911, FC-811 FC-711	Solvent Removable (Visible)	JAN2027
33	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-931, FC-811	Water Washable (Visible)	JAN2027
34	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-941, FC-821	Water washable (Fluorescent)	JAN2027
35	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-921, FC-821, FC-721	Solvent removable (Fluorescent)	JAN2027
36	DYEGLO PVT. LTD, PUNE	RP-81	Red Coloured Solvent Removable Penetrant	DEC2023
37	DYEGLO PVT. LTD, PUNE	RP-90	Red Coloured Water Washable Penetrant	DEC2023
38	DYEGLO PVT. LTD, PUNE	CL-01	Solvent Cleaner	DEC2023
39	DYEGLO PVT. LTD, PUNE	RD-01	Solvent Base Developer suitable for RP-81 & RP-90	DEC2023
40	DYEGLO PVT. LTD, PUNE	FP-01	Fluorescent Solvent Removable Penetrant	DEC2023
41	DYEGLO PVT. LTD, PUNE	WD-01	Solvent Base Developer suitable for FP-01.	DEC2023

Note:-

1. Halogen content in Penetrant, Cleaner and Developer is 25ppm (max) and Sulphur content is 500ppm (max). However when using penetrant materials for Austenitic Stainless Steel, Titanium, Nickel base or other high temperature alloys, Halogen and Sulphur content shall not exceed 25ppm. Manufacture has to mention for each batch, the Sulphur and Halogen content in the label of each container for selection of Penetrant materials for the stated application.
2. Developer is to be used in Aerosol Cane to get the best results.

Anoop Singh
28/06/2022

(Anoop Singh)
Head QA (Baroda & Dehej)

Through: Shri Sundar Singh, AD (QA, M-1 &4)

Sundar Singh
28-06-2022

→ Shri A.K. Deshmukh, AD (QA Group-2)

A.K. Deshmukh
28.6.2022

→ Executive Director (QA)

T. Pathan
28-06-2022

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

**RAMASAMY
MEGANATHAN**

Digitally signed by
RAMASAMY MEGANATHAN
Date: 2024.05.09 14:59:26
+05'30'

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

PUTHIYA VEETIL
KAVERY RAMESH KUMAR

Digitally signed by PUTHIYA
VEETIL KAVERY RAMESH KUMAR
Date: 2024.05.16 11:37:07 +05'30'

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

Clause on IP in the tender

“Integrity Pact (IP)”

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)

Name: R Meganathan
Deptt: Materials Management
Address: 24 Building, BHEL Trichy
Phone: (Landline/ Mobile)
0431 2575458 / 9488823129
Email: rmega@bhel.in

(2)

Name: P K Ramesh Kumar
Deptt: Materials Management
Address: 24 Building, BHEL Trichy
Phone: (Landline/ Mobile)
0431 2577701 / 9442233579
Email: pkramesh@bhel.in