# **ADDITIONAL TERMS AND CONDITIONS**

Sl. No.	Tender Term and Condition		Confirmation from bidder
General	Requirements		
1.	Bidders on GeM portal are hereby	agreeing to be bound by General Terms	
	and Conditions for Sale of Goods (C	GTC), Product Specific Special Terms and	
	Conditions (STC) and Additional (Bi	d Specific) Terms and Conditions (ATC)	
	as applicable.		
2.	Bidder to provide the documents a	s per pre-qualification requirements	
	(PQR). If bidder not meeting PQR, t	heir offer will be rejected.	
3.	Bidder to confirm to provide the Te	est and Guarantee certificates	
4.	Offered prices on GeM should be in	nclusive of all taxes, duties, local levies /	
	transportation / loading-unloading	charges etc., as per General terms &	
	conditions on GeM.		
5.	Inform the %age of GST charges inc	clusive in your quoted price.	
6.	The Priced-Bids opening / further p	rocessing of the tender shall be at sole	
	discretion of BHEL.		
7.	Payment shall be made as per Follo	wing:	
	Type of Bidder	Payment within (Number of Days)	
	Micro & Small Enterprises (MSEs)	45 Days	
	Medium Enterprises	60 Days	
	Non MSME	90 Days	
QUALIT	Y REQUIREMENTS		
1.	Participating vendors to submit the	endorsed copy of SQPs QA/CF/QP/400	
	Rev. 04 & QA/CF/QP/404 Rev. 02, a	along with their offer.	
2.	Pre-dispatch inspection by BHEL/BI	HEL nominated inspection agency, as	
	per finally agreed QP, mentioned a	bove.	
3.	BHEL approved NDT procedure sho	uld be obtained by vendors before	
	performing NDT.		

**Note:** The tender enquiry has been issued on GeM and BHEL portals for wider circulation. However, the offer is to be submitted through GeM portal only. Also, all future corrigendum/corrigenda, addendum/addenda, amendments, time extensions, clarifications, etc. against the published GeM bid shall be issued on GeM portal only. Hence, the bidders are advised to check GeM portal only for latest updates/amendments/communications issued by BHEL against the current tender.

# **SPECIAL TERMS AND CONDITIONS:**

#### Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"

#### **Conflict of Interest:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) 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
- **e)** 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**
- f) 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:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or
- **g)** 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**
- h) 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. "

#### **Breach of Contract, Remedies and Termination:**

The following shall amount to breach of contract:

- **I.** Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- **II.** The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- **VI.** Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

**VIII.** Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

**IX.** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

**X.** Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### Remedies in case of Breach of Contract:

- i) Wherein the period as stipulated in the notice issued as mentioned above has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii) 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:
- **iv)** In case the amount recovered under as mentioned above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
- b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

#### Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- **(b)** In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

### **Suspension of Business Dealings with Suppliers / Contractors:**

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, malpractices, 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( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, 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: <a href="http://www.bhel.com/vender.php">http://www.bhel.com/vender.php</a>.

# **Settlement of Dispute:**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.

#### **Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="www.bhel.com">www.bhel.com</a>).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

#### **ARBITRATION:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (e.g. "IIAC" (India International Arbitration Centre) (identified by the contract issuing agency-HEEP- BHEL Haridwar) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (identified by the contract issuing agency)- HEEP- BHEL Haridwar. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at HEEP- BHEL Haridwar. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount (Claim, Counter claim including. interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

#### JURISDICTION:

Subject to as mentioned above of this bid / contract, the Civil Court having original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

#### **GOVERNING LAWS:**

The bid / contract shall be governed by the Law for the time being in force in the Republic of India.

#### **Force Majeure:**

"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc.

The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not v) Constitute a default or breach of the Contract. vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

#### **Cartel Formation:**

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.

#### **Fraud Prevention Policy:**

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / 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 any fraud or suspected fraud as soon as it comes to their notice.

# PRE-QUALIFICATION REQUIREMENT (PQR)

	Terms and Conditions of	PQR Clauses	Confirmation from Bidder/Supportin docs.
Ref. No.	- PMD: TG033/TG60498/002 Pre-Qualification	Requirement (Technical)	
Clause	Qualification Requirement	Details to be submitted by Vendor	
1	Enquiry item is required to be manufactured through die forging or machining of forged/rolled round bars. Manufacturing of enquiry item by machining of cast bars is not acceptable. Vendor to note and confirm.	Vendor's confirmation required	
2	Vendor should have experience of successful manufacturing and supplying the copper die-forgings or machined copper component like flanges, rings etc. in high conductivity copper grade (having Cu content >= 99.9%), during last ten years from date of issuance of	correlated test certificates covering chemical composition, mechanical, electrical and hydrogen embrittlement (if	
	enquiry.	Documentary evidence for acceptance of supplied material from customer or Test certificates duly signed by Customer / Third party inspection agency.	
3	For Vendor manufacturing through Die Forging route:		
3.1	Vendor should have in-house die forging facility to manufacture item as per the requirement of enquiry drawing and specification.	Details of in-house facilities for die forging for manufacturing the enquiry item.	
3.2	Vendor to submit details of heat treatment facility (inhouse / outsourced, whichever applicable) meeting the requirement of enquiry item.	Details of heat treatment facility (inhouse / outsourced, whichever applicable) for manufacturing the enquiry item.	
3.3	Vendor to submit inhouse facilities details for raw material manufacturing. In case of outsourcing of raw material, vendor to inform their source of raw material.	Details of inhouse facility / sub vendor for raw material.	
4	For Vendor manufacturing through Forged/Rolled Round M	fachining route:	
4.1	Vendor should have in house machining facility to manufacture the items as per enquiry drawing and specification.	Details of inhouse facility for machining the enquiry item.	
4.2	Vendor to submit their source for forged/rolled round bars	Details of sub-vendor for forged / rolled round bars.	
5	Vendor to confirm that they have all testing facility (in-house / outsourced) to carry out testing as per enquiry drawing and specification. In case of outsourcing of any test, vendor to agree for testing at NABL or Govt. accredited labs only.	Details of inhouse testing facility as per enquiry drawing & specification / confirmation for outsourcing of testing at NABL or Govt. accredited lab.	

	Terms and Conditions of PQR Clauses	Confirmation from Bidder/Supporting docs.
	PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR	
	COPPER FORGINGS (TG60495)	
1.	<ul> <li>EXPERIENCE: Vendor should have the experience of successful manufacturing and supplying the copper die forgings in grade SE-Cu or equivalent grade during last ten years from date of issuance of enquiry.</li> <li>In support of which, vendor to submit the following documents: -</li> <li>1.1 Copy of one unpriced purchase order (PO) having requirement of above die-forged copper item in SE-Cu or equivalent grade.</li> <li>1.2 Copy of test certificates for chemical composition, mechanical, electrical for purchase order to be submitted against clause 1.1.</li> <li>1.3 Documentary evidence of acceptance of material for PO to be submitted clause 1.1.</li> </ul>	
2.	<ul> <li>MANUFACTURING:</li> <li>2.1 Vendor should have in-house die forging and heat treatment facility to manufacture forgings as per the requirement of enquiry drawing and specification. Details of in-house manufacturing facilities covering forging facility &amp; heat treatment facility are to be submitted.</li> <li>2.2 Vendor to provide details of in-house copper melting &amp; refining facility, if available. In case of outsourcing of ingot, vendor to agree to submit mill test certificate of ingot and repeat test result from any Government approved laboratory.</li> </ul>	
3.	<ul> <li>TESTING:</li> <li>3.1. Vendor should have in-house test facilities for carrying out the chemical, mechanical, electrical as per BHEL specification TG60495 and provide details of test equipment available at their works.</li> <li>3.2. In case vendor conducts any test at an outsourced testing agency, the outsourced testing agency should be reputed NABL/ILAC/APLAC accredited lab and vendor to give details of the same.</li> <li>NOTE:</li> <li>BHEL reserves the right to verify the information submitted by the vendor.</li> </ul>	

Tender No: E/E211/25/1315N1

Due Date: 31.07.2025

MAN NTR	07.	LITY		06.	05.	94	03.	<u> </u>	01.		NO.		BHEL		
MANUFACTURER/SUBCO NTRACTOR	7. Machining of Forging (As per BHEL Drg.)			6. Testing	5. Identification of test sample	4. Heat Treatment		Hydrogen     Embrittlement test     (on each round bar)	1. Chemical Analysis	2	COMPONENT &			VENDOR'S NAME	
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LY INCLUDED BY INSPECTION AGEN DN USTOMER	TG60498 & BHEL Drg.	TG60498	TG60498	TG60498	TG60498 & BHEL Drg.		Vendor's inte	TG60498	TG60498	7	REFERENCE			QP/400	
BY USE	TG60498 & BHEL Drg.	TG60498	TG60498	TG60498	TG60498 & BHEL Drg.	internal	internal	TG60498	TG60498	8	ACCEPTANCE				
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Digitally signed							acceptable.	or machined from forged/extruded bar. Connection flange made from cast bar is not	Connection flange to be made from die forging	=	REMARKS				

Due Date: 31.07.2025

		MANUFACTURER/SUBCO		
ALL W INDICATED IN COLUMN N STALL DE CITY OF COSTOMER	N. CUSTOMER  INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION  ALL 'W' DEDICATED DICOLID CLASS SHALL BE SCHED OF CLUSTOMER	CONTRACTOR IN QA DOCUMENTATION.  M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY	! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY	LEGEND:
			USE	FOR CUSTOMER
Date: 2025.07.12	by Nishant Kumar	APPROVED BY		

NTRACTOR		mar	Hydro	mac deli	forg BHI			Testing	Identifi sample	Hea	For	Che		NO.	4		BHEL 1	100
NIRACTOR	ALIAN GLIBOO	marking(on forging)	Hydrogen tightness check	DPT of rough machined forging(in delivery condition)	Rough Machining of forging (as per BHEL Drg.)			ing	Identification of test sample	Heat Treatment	Forging (Die forged)	Chemical Analysis	t	OPERATIONS	COMPONENT &		VENDOR'S NAME	
M: MANUFACT N: CUSTOMER INDICATE 'P' I	LEGEND: ! RECORI CONTRAC	Identification marks	NDT	NDT	Visual & Dimension	Electrical conductivity (on each forging)	Hardness test (on each forging)	Tensile Strength, Elongation	Punching Identification marks	Annealing	Forging process	Chemical		CHERNOCHERE	REV. 0	REV.	$\vdash$	
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# **MAKE IN INDIA (MII) DECLARATION**

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED 'PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER, 2017 ISSUED BY DPIIT VIDE OM NO. P-45021/2/2017-PP(BE-II) PART (4) VOL. II DATED 19.07.2024 AND SUBSEQUENT ORDER(s) (To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To, (Write Name & Address of Officer of BHEL inviting the Tender) Dear Sir, Sub: Declaration reg. minimum local content in line with Revised 'Public Procurement (Preference to Make in India), Order, 2017 issued by DPIIT vide OM No. P-45021/2/2017- PP(BE-II) Part (4) Vol. II dated 19.07.2024 and subsequent order(s). Ref: 1) Enquiry No: ..... 2) All other pertinent issues till date We hereby certify that the items/works/services offered by...... (specify the name of the organization here) has a local content of \_\_\_\_\_\_ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Revised 'Public Procurement (Preference to Make in India), Order, 2017 issued by DPIIT vide OM No. P-45021/2/2017- PP(BE-II) Part (4) Vol. II dated 19.07.2024 and subsequent order(s). The details of the location(s) at which the local value addition is made are as follows: 1. \_\_\_\_\_ 2. \_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_ Thanking you, Yours faithfully, (Signature, Date & Seal of Authorized Signatory of the Bidder)

\*\* - Strike out whichever is not applicable.

## Note:

- **1.** Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- **2.** In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- **3.** In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.