



BHEL Tender Enquiry No. B/4180/2024/3463/V1 for the requirement of ONLINE CONTINUOUS PARTIAL DISCHARGE MONITORING SYSTEM ALONG WITH DESKTOP COMPUTER AND COLOUR PRINTER AND INSTALLATION AND COMMISSIONING FOR Adani, Raigarh, Raipur, Mirzapur, Kawai PH -II & III and Mahan Ph-III projects

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Sachin Gupta (Engineer/PPX-BOI)
Email: gupta.sachin@bhel.in
Ph. 01334-281690

Pankaj Kumar (Manager/ PPX-BOI)
Email: ssbgpankaj@bhel.in
Ph. 01334- 281690

Pre-Qualification Requirements (PWR) for On Line Partial Discharge Monitoring System (PDMS)
Material code no. W90415201241, W90415201071 & W90415201217

Purpose of System: Used in Power plant applications for measuring partial discharge in Generator stator winding.

- 1) Bidder shall be manufacturer or authorized supplier of On Line Partial Discharge Monitoring System (PDMS). Letter of authorization or suitable documents shall be submitted for the same.
- 2) The Vendor shall have supplied above system for at least two Turbo-Generators with output terminal Voltage of at least 21KV. The system must be working for one year to the satisfaction of end customer.

In support of above, Customer satisfaction letter from at least one end customer or 'Installation and commissioning' report of at least two installations should be provided by Vendor. The report shall not be older than last 7 years from date of enquiry.

OR

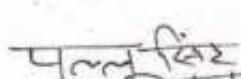
Successful execution of at least one order for BHEL Haridwar for On Line Partial Discharge Monitoring System (PDMS) *under last 7 yrs from 2006*.

- 3) System should be suitable to work under high magnetic fields and high voltage area.
- 4) Data sheet / Specification sheet for field sensor (capacitive coupler) and main monitoring system to be submitted for BHEL review.
- 5) The maximum PD level shall not be more than 5pC at 25KV rms. Coupling capacitor should be tested at minimum 56KV AC rms for 1 min. Vendor to confirm.
- 6) Coupling capacitor values should be more than 1.0 nF or more.
- 7) PDMS range shall be 100KHz to several MHz.
- 8) PDMS monitoring system resolution should be 0.5 deg or less.

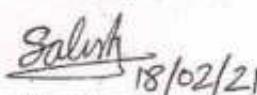
Notes: -

- 1) Vendor to furnish their complete reference / experience list for our review.
- 2) BHEL reserves the right to verify information submitted by vendor. In case the information is found false/ incorrect, the offer shall be rejected.

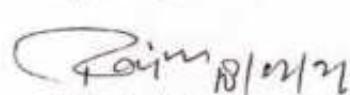
Prepared by


Pallu Singh 18/02/21
Mgr/CIE

Checked by


Satish Kumar
DGM / CIE
18/02/21

Approved by


Shri Rajnish Gupta
AGM / CIE
18/02/21

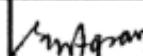
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SIGN & DATE संस्कार एवं तिथि SUPERSEDES INVENTORY NO. संस्कार एवं तिथि COPYRIGHT AND CONFIDENTIAL <small>The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.</small>	BASED ON: BHEL EXPERIENCE / IEEE 1434 / IEC 60034-27 CONTINUOUS ON LINE PARTIAL DISCHARGE MONITORING SYSTEM FOR TURBOGENERATOR WINDING																																																				
SIGN & DATE संस्कार एवं तिथि <small>इस विवर न को कोई व्यक्ति को दीक्षित करने की क्रिया की जाना चाहिए। इस विवर को कोई व्यक्ति को दीक्षित की जाना चाहिए।</small>	1.0 APPLICATION : <p>The life of stator winding being a major factor in the life of the machine itself, condition monitoring of HV electrical insulation becomes a critical measure of life expectancy. Insulation deterioration due to delamination, abrasion or swelling results in presence of voids in insulation system and result in partial discharge within the HV insulation, tracking on end windings and sparking between stator core and loose stator coils. In order to provide an effective tool for predictive maintenance and condition monitoring of the stator winding in HV rotating machines, continuous on-line PD monitoring system for stator insulation is proposed to be connected to the Generator system.</p>																																																				
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SIGN & DATE संस्कार एवं तिथि	3.0 SCOPE : <ul style="list-style-type: none"> 3.1 This specification defines the requirement of design, manufacture, supply and installation of the Continuous On-line partial discharge monitoring system, including permanently installed PD sensors like Capacitive couplers, signal cables, Data Acquisition Units, miscellaneous installation / sensing materials as well as system controller and software. 3.2 The system shall enable automatic and continuous on-line monitoring and testing of PD activity in the stator insulation without any interruption of the operation of the generator. 3.3 The system as furnished and installed shall not in any way compromise the integrity and safety of the generator. 3.4 The system shall also automatically monitor the operating conditions of each generator, to ensure the validity of the partial discharge tests. To enable such monitoring, the system shall include all necessary analog input modules, customised to accept signals provided by purchaser / end user. 																																																				
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संस्कारण पर वर्तमान तिथि व वर्ष SIGN & DATE पानी की संस्कारण करने का अधिकारी का नाम INVENTORY NO.	<p>3.5 The system shall be capable of performing complete PD tests and producing all necessary graphs either in pre-defined time intervals or on coincidence of a pre-defined combination of operating parameters.</p> <p>The system shall be capable of automatically suspending measurements if the generator is not in service.</p> <p>3.6 The system shall be capable of being installed during the factory or field erection of the generator, with the rotor in place</p> <p>3.7 Any material and component not specifically stated in this specification but which are necessary for trouble free operation of the system and its accessories shall be deemed to be included unless specifically excluded.</p> <p>3.8 The complete system design, supply, erection, testing and commissioning shall be carried out by the supplier in close coordination with the purchaser / end user of the system.</p> <p>3.9 Supply and installation of all equipment and accessories including cables shall be carried out by the supplier.</p> <p>3.10 Any special instrument / equipment required for erection, testing and commissioning shall be provided by the supplier and may be taken back after successful commissioning.</p> <p>3.11 10% of the installed quantity of sensors, subject to minimum of 2 numbers shall be supplied as mandatory spares.</p>
संस्कारिकार एवं गोपनीय इस प्रकार नहीं दी गई कृतिविवरण एवं विवरणीय विवरण नहीं करारात्र का नियम नहीं दी गई कृतिविवरण एवं विवरणीय विवरण नहीं संस्कारण करने का अधिकारी का नाम INVENTORY NO.	<p>4.0 TECHNICAL REQUIREMENTS :</p> <p>4.1 The system for continuous on-line partial discharge monitoring of Generator shall monitor partial discharges during normal operation of the gas / steam / nuclear / turbine generator while eliminating all types of external electrical interference unique to each machine. Brief technical parameters of the machine shall be furnished as per the format indicated in the Annexure - 1 by the purchaser. Measurement system Bandwidth $\geq 20\text{MHz}$.</p> <p>4.2 Noise Cancellation : Effective fully DIGITAL noise cancellation technique based on pulse arrival time or other proven method to ensure that false test results do not occur and suitable for turbo generators as mentioned in Annexure - 1.</p> <p>4.3 Power source : Dual Power supply feeder at 240 Volts $\pm 10\%$, single phase, 50 Hz ($+3\%, -5\%$) can be provided by the purchaser. Power supply required at any other voltage level shall be arranged by the bidder suitably by deriving the same from above supply.</p> <p>4.4 Capacitive Couplers : The couplers being installed on the HV terminal side shall be of suitable type with good frequency response for the machine. These couplers shall be of Epoxy Mica type and PD free corresponding to rated line voltage and shall be suitable for temperature at least upto 105°C. The type of capacitive coupler offered should have been used as part of a continuous on-line PD monitoring system on generators for at least 2 years. The details of supplementary PD sensors if any shall be furnished.</p>
संस्कारण पर वर्तमान तिथि व वर्ष SIGN & DATE पानी की संस्कारण करने का अधिकारी का नाम INVENTORY NO.	<p>REV. NO. 05</p> <p>WORKED BY <i>CR SAHA</i> 29.01.09</p> <p>CHECKED BY <i>S P AGRAWAL</i> 29.01.09</p>
संस्कारण पर वर्तमान तिथि व वर्ष SIGN & DATE पानी की संस्कारण करने का अधिकारी का नाम INVENTORY NO.	<p>INVENTORY NO. P-6291</p>

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प्रत्यायी रूप संस्करण का अधिकारीकरण करता है। SUPERSEDES INVENTORY NO.		<p>The PD sensors like epoxy mica capacitors shall be grounded at the installation point. Adequate safety protection should be provided at the coupler location taking into account personal safety even in case if signal cable is cut off at any location.</p> <p>Couplers, unique to each type of machine and other PD sensors shall be of such design so as to be installed outside the generator assembly without involving any modification in the generator.</p>		
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स्वत्वाधिकार एवं गोपनीय इस प्रतीक एवं पार्ट प्रूफिंग भारत की संस्थानिकालीन संस्कृति है इसका उपयोग एवं अन्तर्राष्ट्रीय सभे विदेशी लाइसेंसों, जो कि कांगड़ा के लिए में से गोपनीयताका ही न दिया जाए।				
सामग्री की संख्या INVENTORY	प्रकाश एवं रक्षण SIGN & DATE	<p>4.5 Signal Cables :</p> <p>4.5.1 The signal cable to be supplied shall be of 50 Ohm or as recommended by the supplier.</p> <p>4.5.2 Each signal cable shall be terminated in a Shield Grounding Assembly, if applicable, at the capacitive coupler end and to a DAU (or an intermediate termination box) at the other end.</p> <p>4.5.3 The signal cables shall be routed along a conductive grounded metal surface or in metallic conduits.</p> <p>4.5.4 The placement of the signal cables or conduit shall not interfere with normal operation and maintenance of the generator.</p> <p>4.5.5 The signal cables shall be securely fastened to the ground plane to prevent movement due to vibration or windage.</p> <p>Alternatively proven type of signal transmission system shall be considered.</p> <p>4.6 Data Acquisition Units (DAU) :</p> <p>4.6.1 A DAU (and, if necessary, an intermediate termination box) shall be installed external to the generator housing. Both the DAU and the termination box shall be weatherproof.</p> <p>4.6.2 The DAU shall incorporate number of inputs sufficient to accommodate all PD sensors.</p> <p>4.7 The intermediate termination box, if needed, shall be sized to accommodate all signal cables and shall incorporate :</p> <ul style="list-style-type: none"> Proper grounding with copper wire shall be done to connect the termination box to the station ground grid. <p>If an intermediate termination box is not installed, all necessary connection and protection component shall be integrated into the DAUs.</p>		

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जांचकर्ता CHECKED BY	S P AGRAWAL		29/10/09

निराकार वर्ष हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD	TG 60554 पृष्ठ का Page 4 of 10
संसाधी तुली संख्या INVETORY NO.		4.8 SYSTEM CONTROLLER AND SOFTWARE : <p>The Bidder shall supply :</p> <p>4.8.1 The system controller, capable of monitoring one DAU or more at site shall consist of a personal computer equipped with all necessary peripherals.</p> <p>4.8.2 All necessary software to control the operation of each DAU to collect PD data based on generator operating conditions or continuously, store test results on a hard drive and enable communication with other computers located elsewhere.</p> <p>4.8.3 All necessary hardware and software to enable the DAUs and the System Controller to communicate back and forth over a local area network (LAN). The LAN backbone (twisted pair / fibre-optic cable) will be provided by supplier.</p> <p>4.8.4 The software components shall be divided into two groups, those that perform monitoring and display functions and those which are used for configuration (i.e., system set-up and selecting conditions for data storage and alarms) only.</p> <p>System shall be fully configurable from personal computer.</p> <p>DAU shall provide for communication with PC via local network, land-line or cellular modem or wireless radio modem.</p>	
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		4.9 Computer : <p>Details of on-site / off-site Computer hardware for running of PD software shall be suitable to system requirement for storage and analysis.</p>	
सत्यापिकार एवं गोपनीय इस प्रतीकार न हो गई पुराणा प्रतीकार की समस्ती है बहस्तान की अवधारणा का नियम अपनी के लिए नियमित हो न पिछा करा।		4.10 Software Features : <p>Software for analysis/and interpretation of test results (expert system) to assess the condition of winding insulation.</p> <p>It shall be capable of following :-</p> <p>a) Collect data from all DAUs with all sensors connected.</p> <p>b) It shall form the database that is used as the basis for interpreting on-line partial discharge measurements.</p> <p>c) Providing Triggers for taking PD measurements and saving data based on :</p> <ul style="list-style-type: none"> • Time • Generator load (MW and / or MVar) • Stator temperature <p>Input for the above parameters will be provided as 4-20 mA signals from the purchaser. The system shall provide monitoring of dynamics such as winding temperature, load, voltage and shall have access for feeding directly into the monitoring for correlation with PD activity.</p>	
संसाधी तुली संख्या INVENTORY NO.	<p>Rev. No.05</p> <p>P-6291</p>	<p>निर्माणकर्ता WORKED BY</p> <p>जांचकर्ता CHECKED BY</p> <p>C R SAHA</p> <p>S P AGRAWAL</p>	<p>29.01.09</p> <p>29/01/09</p>

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	
स्वत्वाधिकार एवं गोपनीय इस प्रतीक की विवरण भारत की इलेक्ट्रिकल कंपनी के सम्पर्क में इसका प्रयोग करें। यह कंपनी के लिए संकेतकात्मक ही न हित्या करें। सामग्री का संकेतकात्मक हित्या करने की अनुमति नहीं दी जाती।	
प्रतीक तथा तिथि SIGN & DATE सामग्री की विवरण INVENTORY NO. Rev. No. 05 P-6291	<p>d) Distinguish the PD pulses that are coming from stator slot and or from end winding region.</p> <p>e) Trend analysis over time from present and stored results.</p> <p>f) Overall condition of the winding and identifying likely causes of the problem which will enable predictive maintenance.</p> <p>g) Alarms if threshold values are exceeded in magnitude (Qm).</p> <p>h) Extensive test result presentation</p> <p>4.11 LAN connectivity via an IEEE 802.3 Ethernet card or twisted pair RS 485 or modbus for remote operation/ monitoring and necessary interface provision with owner's DDCMIS. (Distributed Digital controlled Monitoring Information System). This interface shall enable monitoring of PD values in DDCMIS. The vendor will include required application software to meet this requirement.</p> <p>Also one potential free contact for alarm shall be provided by the supplier.</p> <p>4.12 Ambient Conditions : The system shall be suitable for operation in ambient temperature from 0 to 50°C and relative humidity of 0 to 95%.</p> <p>4.13 The system shall have a suitable protection system against over voltage.</p> <p>4.14 Bidder shall clearly indicate with schematic diagrams, the scheme from the bus coupler (connected to HV Bus) to the measuring system.</p> <p>5.0 Installation and Commissioning : Installation and commissioning to the satisfaction of BHEL/ end user shall be done by the supplier.</p> <p>In this connection, based on the site layout, the installation drawing of various bus couplers and associated assemblies shall be got approved prior to actual installation. Supplier shall bring all commissioning spares at the time of commissioning. The system shall be capable of being installed during the field erection of the generator with rotor in place.</p> <p>5.1 The bidder shall provide qualified labour and test equipment, necessary to complete the final commissioning of the system.</p> <p>5.2 Supplier shall install and perform calibration of all PD couplers.</p> <p>5.3 Supplier shall ensure during commissioning operation of system controller and network between system controller and DAU, operation and accuracy of machine parameter inputs, alarm outputs, operation of LAN and the complete system</p>

निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	C R SAHA S P AGRAWAL	29.01.09 29.01.09
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INVENTORY NO. P-6291	REV. NO. 05	WORKED BY C R SAHA	checked by S P AGRAWAL

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8.2 In case certificate for any test is not available, or in case the test reports are not found to be meeting the specification/ relevant standards requirements, then all such tests shall be carried out on the equipment being supplied. Also, calibration certificates for the instruments in the system shall be traceable to National/ International standards.

9.0 Guarantee : The system shall bear a guarantee for a period of 24 months from the date of commissioning.

10.0 Predespatch Inspection : BHEL reserves the rights to carry out predespatch inspection at supplier's works. However this predespatch inspection shall not absolve the supplier from his responsibility to ensure free and proper functioning of the system.

11.0 DOCUMENTS :

11.1 Three copies of descriptive catalogues in English language giving complete technical information including dimensional details of all hardware and external terminal details for customers' interconnection shall be furnished alongwith the offer.

11.2 Three copies of the block schematic diagram illustrating the principle of operation of the system shall be furnished alongwith the offer.

11.3 Twenty five copies including schematics, wiring diagram, layout drawings etc. plus 3 number CD ROMs of the O & M manual (which shall include detailed construction / operation, servicing manuals incorporating various electrical schemes indicating the values of various electrical and electronic components) to facilitate proper operation and servicing of the system instruments shall be supplied for each power station. It shall contain original copies of O & M manual of bought out items and not Xerox copies.

Also the manual shall clearly indicate the action to be taken on the generator in the event of abnormal level of Partial discharge observed during the course of on-line monitoring.

12.0 PACKING / DESPATCH :

12.1 The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing transit hazards. Various packing boxes shall be properly identified and marked giving details of dimensions, net / gross weight.

12.2 The system shall have proper casing / covers for its instruments / assemblies for safe handling / storage.

संस्कारिकार द्वारा गोपनीय इस दस्तावेज़ को गोपनीय घोषित करने की तात्पुरता है। इसका उपयोग एवं अन्यथा इस से निकली भी लात उपयोग, या इस कानूनी के लिए इस को विवादात्मक हो न दिया जाए।	कंपनी का संग्रहीत करने की तात्पुरता है। इसका उपयोग एवं अन्यथा इस से निकली भी लात उपयोग, या इस कानूनी के लिए इस को विवादात्मक हो न दिया जाए।
INVENTORY SIGN & DATE 21/1/09	INVENTORY SIGN & DATE 21/1/09

INVENTORY SIGN & DATE P-6291	Rev. No.05	निर्माणकर्ता WORKED BY C R SAHA	जांचकर्ता CHECKED BY S P AGRAWAL	29.01.09
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हस्ताक्षर तथा तिथि SIGN & DATE	 उत्पाद मानक PRODUCT STANDARD	TG 60554
सुधार सुनी गया से अदिक्षित गया SUPERSIDED INVENTORY NO.		पृष्ठ का Page 8 of 10

13.0 SPARE PARTS :

13.1 Recommended spare parts for 3 year trouble free operation of the system shall be offered (minimum 2 nos.) as mandatory spares along with the main equipment. BHEL reserves the right to order the spare parts either along with the main equipment or separately, in which case validity of the offer for spare parts shall be extended by 6 months from the date of placement of order for main equipment. The offer for spares shall indicate breakup of prices for each component separately.

13.2 Also supplier shall guarantee for support and long term availability of spares to the owner for the full life of equipment covered under the contract.

14.0 CROSS REFERRED DOCUMENTS :

- i) ANSI – C 37.90a ; IEEE – 472 / IEC – 60255 – 4.
- ii) Dry Heat Test : as per IEC 60068 -2-2
- iii) Damp Heat Test : as per IEC 60068 -2-3
- iv) IEC 60270
- v) IEC 60034 Part 27
- vi) IEEE 1434

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स्वत्वाधिकार एवं गोपनीय
इस प्रोजेक्ट में दी गई सूचना भारत की सरकार की समर्पित है इसका प्रयोग एवं
अन्यतर का कोई उपयोग नहीं किया जाना चाहिए। जो किसी सी तरह प्रयोग की जा सकता है वह संकेतक ही न हिता जाए।

DATE
15/01/09

निर्माणकर्ता WORKED BY	C R SAHA	<i>Chaker</i>	29/01/09
जांचकर्ता CHECKED BY	S P AGRAWAL	<i>Intqraam</i>	29/01/09

सुधार सुनी गया से अदिक्षित गया SUPERSIDED INVENTORY NO.	2/10	Rev. No. 05
P-6291		

क्रमांक एवं तिथि SIGN & DATE		उत्पाद मानक PRODUCT STANDARD	TG 60554 पृष्ठ का Page 9 of 10
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ANNEXURE - 1

BRIEF TECHNICAL PARAMETERS OF THE MACHINE :

(TENTATIVE VALUES)

1. GENERATOR TYPE : STEAM / GAS / NUCLEAR / TURBINE GENERATOR
2. COOLING SYSTEM : WATER AND HYDROGEN / HYDROGEN / AIR COOLED
3. POWER OUTPUT : ----- MW
4. GENERATION VOLTAGE : ----- kV
5. STATOR CURRENT : ----- Amps.
6. CAPACITANCE OF STATOR WINDING : ----- Micro Farads / Phase
7. FREQUENCY : 50 Hz
8. STATOR PHASE CONNECTION : YY
8. TERMINAL MARKING VIEWED FROM
TURBINE END (TE) : U2 V2 W2
EXCITER END (EE) : U1 V1 W1

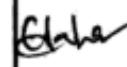
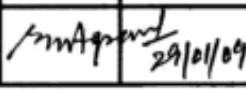
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detrimental to the interest of the company.

स्वाक्षरिताएवं गोपनीय
इस प्रोजेक्ट में कोई धूम्रधारा या धूम्रधारा की लक्षणीय है इसका प्रयोग एवं
अवश्यकता का तो विसी नीति प्रयोग, तो विसी नीति में कार्रवाक हो गिया था।

क्रमांक एवं तिथि
SIGN & DATE

3/1/09

क्रमांक एवं तिथि
INVENTORY
Rev. No. 0.5
P-6291

निर्माणकर्ता WORKED BY	C R SAHA		29.01.09
जांचकर्ता CHECKED BY	S P AGRAWAL		29.01.09

<p>प्राप्ति वर्त तिथि SIGN & DATE</p> <p>BHEL</p>	<p style="text-align: center;">उत्पाद मानक</p> <p style="text-align: center;">PRODUCT STANDARD</p>	<p>TG 60554</p> <p>पृष्ठ का Page 10 of 10</p>
<p>सामग्री वर्ती तिथि INVENTORY DATE</p>		
<p>सामग्री वर्ती नंबर INVENTORY NO.</p>		
<p>सामग्री वर्ती तिथि INVENTORY DATE</p>		
<p>COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.</p>		
<p>स्वत्वाधिकार एवं गोपनीय इस विवरण को दीर्घ समय तक बर्ती रखने वाले को समर्पित है। इसका प्रयोग को इसे दीर्घ समय तक बर्ता न किया जाए। नियम वा कानून के विरोधी वा गोपनीय वा अन्य किसी विवरण को इसे दीर्घ समय तक बर्ता न किया जाए।</p>		
<p>सामग्री वर्ती तिथि SIGN & DATE</p> <p>31/10/09</p>		
<p>सामग्री वर्ती तिथि INVENTORY DATE</p> <p>31/10/09</p>		
<p>सामग्री वर्ती तिथि INVENTORY DATE</p> <p>31/10/09</p>		
<p>Rev. No. 05</p>		
	<p>निर्माणकर्ता WORKED BY</p> <p>C R SAHA</p> <p>जांचकर्ता CHECKED BY</p> <p>S P AGRAWAL</p>	<p>29/10/09</p> <p>29/10/09</p>

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS

ITEM NAME: ONLINE CONTINUOUS PARTIAL DISCHARGE MONITORING SYSTEM ALONG WITH DESK TOP COMPUTER AND COLOUR PRINTER AND INSTALLATION AND COMMISSIONING

PROJECTS: ADANI RAIGARH, RAIPUR, MIRZAPUR, KAWAI PH-II & KAWAI PH-III & MAHAN PH-III

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of : ONLINE CONTINUOUS PARTIAL DISCHARGE MONITORING SYSTEM ALONG WITH DESK TOP COMPUTER AND COLOUR PRINTER AND INSTALLATION AND COMMISSIONING for **ADANI RAIGARH, RAIPUR, MIRZAPUR, KAWAI PH-II & KAWAI PH-III & MAHAN PH-III** as per requirement mentioned below:

ITEM-NO	MATERIAL CODE & ITEM DESCRIPTION	QTY.	UNIT	PROJECT	DATE FOR SUPPLY COMPLETION
1	W90415201241 ONLINE CONTINUOUS PARTIAL DISCHARGE MONITORING SYSTEM, SYSTEM CONTROLLERS, DATA ACQUISITION UNIT, SOFTWARE AND ALL TYPES OF SPECIAL CABLES, NETWORK ARRANGEMENT, ASSEMBLIES. SPEC: TG60554 REV: 05	1	SET	RAIGARH U-1	03.08.2026
		1	SET	RAIGARH U-2	03.11.2026
		1	SET	RAIPUR U-1	30.03.2027
		1	SET	RAIPUR U-2	30.09.2027
		1	SET	MIRZAPUR U-1	30.08.2027
		1	SET	MIRZAPUR U-2	01.03.2028
		1	SET	KAWAI PH-II, U-1	30.01.2028
		1	SET	KAWAI PH-II, U-2	30.07.2028
		1	SET	KAWAI PH-III, U-1	30.04.2028
		1	SET	KAWAI PH-III, U-2	30.10.2028
		1	SET	MAHAN PH-III, U-1	28.05.2028
		1	SET	MAHAN PH-III, U-2	28.11.2028
	Total qty	12	SET		
2	W90415201071 DRG: - REV:00 DESK TOP COMPUTER AND COLOUR PRINTER SPEC: TG60554 REV: 05	1	SET	RAIGARH U-1	03.08.2026
		1	SET	RAIGARH U-2	03.11.2026
		1	SET	RAIPUR U-1	30.03.2027
		1	SET	RAIPUR U-2	30.09.2027
		1	SET	MIRZAPUR U-1	30.08.2027
		1	SET	MIRZAPUR U-2	01.03.2028
		1	SET	KAWAI PH-II, U-1	30.01.2028
		1	SET	KAWAI PH-II, U-2	30.07.2028
		1	SET	KAWAI PH-III, U-1	30.04.2028
		1	SET	KAWAI PH-III, U-2	30.10.2028
		1	SET	MAHAN PH-III, U-1	28.05.2028
		1	SET	MAHAN PH-III, U-2	28.11.2028
	Total qty	12	SET		
3	W90415201217 INSTALLATION AND COMMISSIONING OF CONTINUOUS ONLINE PD SYSTEM INCLUDING CALIBRATION SERVICES	1	No	RAIGARH U-1	03.08.2026
		1	No	RAIGARH U-2	03.11.2026
		1	No	RAIPUR U-1	30.03.2027
		1	No	RAIPUR U-2	30.09.2027
		1	No	MIRZAPUR U-1	30.08.2027
		1	No	MIRZAPUR U-2	01.03.2028
		1	No	KAWAI PH-II, U-1	30.01.2028
		1	No	KAWAI PH-II, U-2	30.07.2028

		1	No	KAWAI PH-III, U-1	30.04.2028
		1	No	KAWAI PH-III, U-2	30.10.2028
		1	No	MAHAN PH-III, U-1	28.05.2028
		1	No	MAHAN PH-III, U-2	28.11.2028
	Total qty	12	No		

2. Project Detail:

1. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW RAIGARH PROJECT
Consignee Address	Adani Power Limited, Village: Chhote Bhandar, PO: Bade Bhandar, Tehsil: Pussore Raigarh 496100, Chhattisgarh
2. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW RAIPUR PROJECT
Consignee Address	Adani Power Limited Village: Raikheda Block: Tilda, Raipur 493225 Chhattisgarh
3. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW MIRZAPUR PROJECT
Consignee Address	Mirzapur Thermal Energy (UP) Private Limited Village: Dadri Khurd; PO: Darhi Ram Tehsil: Sadar, District: Mirzapur 231 304 Uttar Pradesh
4. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW KAWAI PH-II PROJECT
Consignee Address	Adani Power limited, Kawai, 2 x 800 MW(Phase-II) Thermal Power project, Village - Kawai, Tehsil - Atru, Baran -District, Rajasthan Pin-325219
5. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW KAWAI PH-III PROJECT
Consignee Address	Adani Power limited, Kawai, 2 x 800 MW(Phase-II) Thermal Power project, Village - Kawai, Tehsil - Atru, Baran -District, Rajasthan Pin-325219
6. Project Name	ITEMS TO BE DISPATCHED DIRECTLY TO 2X800 MW MAHAN PH-III PROJECT
Consignee Address	Mahan Energen Limited. 2x800 MW (Phase-III) Thermal Power Project Village: Bandhaura, Karsulal Tehsil: Waidhan, District. Singrauli-486886 (Madhya Pradesh)

3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer EMD is applicable to all the bidders irrespective of PMD bidders/GeM provisions.

Details	Amount In INR	Type
EMD	INR 6,00,000/- (Six lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.2: Exemption of EMD

As per GeM GTC following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- b. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- d. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- e. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- f. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.

- g. Central / State PSUs.
- h. In addition to above GeM conditions, offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.

3.3: Forfeiture of EMD:

- a. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- d. Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 5% of contract value (excluding taxes) from contractor / Supplier.
- e. EMD/PBG/PS shall not carry any interest.

4. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

4.1 Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

- I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- V. Insurance Surety Bond.

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

4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

5. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

Sl. No.	Terms	Description	Supplier confirmation
1.	Documents Checklist:	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none"> • Buyer Specific T&C. • Technical PQR & its supportive document. • Technical drawing & purchase specification. • Quality plan. • Certificate/self-certification for minimum local content as per PPP-MII order. 	
2.	Compliance of GTC on GeM	General Terms and Conditions on GeM 4.0 (Version 1.21) Dtd 18.01.2025 or its latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
3.	Pre-Qualification Requirements	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	Make in India Clause	<p>As per Circular No. 07 of 2024-25 dated 05/12/2024, Following is proposed to be mentioned in the tender documents:</p> <p>“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 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the 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”</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Make In India Declaration Certificate of the tender</p>	
5.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
6.	Bid validity/ Validity of offer	<p>Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal.</p> <p>Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.</p>	
		<p>The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.</p>	
7.	Prices/Basis of Quotation	<p>Prices: The offered prices of the items shall remain firm and fixed at any point of time and shall be indicated in INR for each accounting unit.</p> <p>Ensure to quote your price inclusive of packing, forwarding, Freight & GST for Total</p>	

		quantity on GeM portal. Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.									
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in . Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.									
8.	Loading and unloading	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transhipment will be the responsibility of the vendor. Kindly note									
9.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes together with total cost involved for delivery up to BHEL project sites (considering material cost, taxes & duties and Freight charges up to Project site).									
10.	Evaluation Currency	The evaluation currency for this tender shall be INR.									
11.	Payment terms:	<p>For Mcodes W90415201241 & W90415201071 -</p> <p>The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date).</p> <table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro & Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p> <p>For Mcode W90415201217 -</p> <p>100% payment against submission of Successful Commissioning or installation Certificate/Time Sheet/MOM signed by Project authorities along with Invoice direct to BHEL.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
12.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
13.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									
14.	Delivery Period	<p>Please note that BHEL's Delivery requirements are mentioned in point no 1 of above.</p> <p>Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.</p> <p>Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.</p> <p>Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order,</p>									

		including all activities like document approval, inspection by TPI time etc.	
15.	Technical Requirements	Technical documents/ drawings required with the offer THE VENDOR TO ENSURE COMPLETENESS OF THEIR OFFER AS PER BHEL SPEC NO TG60554 REV.05	
16.	Technical Document/ Drawing approval conditions	<p>Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt.</p> <p>Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document approval submission and approval shall not exceed 30 days for respective party.</p> <p>Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.</p>	
17.	Operation & Maintenance Manual	Kindly confirm that in the event of ordering O&M manuals will be provided in 03 nos. of Hard Copies and 03 CD ROMs/pen drive to BHEL Haridwar for each project covered in the tender .	
18.	Guarantee period	<p>Guarantee shall be 24 months from the date of commissioning of the equipment .</p> <p>In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</p> <p>BHEL reserve the rights to reject the offers having lesser guarantee period as mentioned above.</p>	
19.	Reverse Auction	RA shall be done on GeM portal as per the guidelines & logics enabled on GeM portal.	
20.	Liquidated Damages (LD) for late delivery	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.21) as under: kindly confirm.</p> <p>“If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever”.</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p>	
21.	MDCC clause	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>MDCC shall be issued within 7 days of receipt of complete quality documents / TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remains same & binding.</p>	

		<p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p> <p>Kindly confirm.</p>													
22.	Order Acceptance :	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.													
23.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the event of ordering.													
24.	Integrity Pact	<p>(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.</p> <table border="1"> <thead> <tr> <th>SI</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p>(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.</p> <p>(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.</p>	SI	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
SI	IEM	Email													
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in													
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in													
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in													
	Note:	<p><i>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:</i></p> <table border="1"> <tbody> <tr> <td>Mr. Sachin Gupta Designation: Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</td><td>Mr. Pankaj Kumar Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</td></tr> </tbody> </table>	Mr. Sachin Gupta Designation: Engineer (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690	Mr. Pankaj Kumar Designation: Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690											
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25.	Dispatch documents	<p>Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose:</p> <ul style="list-style-type: none"> • Guarantee Certificates • E- Invoice and commercial inv • GeM invoice • Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy) • Packing list • HSN code to be mentioned in the invoice • Original GST compliance certificate • MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site) 													

26.	BREACH OF CONTRACT, REMEDIES AND TERMINATION:	<p>The following shall amount to breach of contract:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>Remedies in case of Breach of Contract.</p> <ul style="list-style-type: none"> i) Wherein the period as stipulated in the notice issued under above clause 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. ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the 	
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27.	Suspension of Business	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	

	Dealings with Suppliers / Contractors:	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(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: http://www.bhel.com/vender_registration/vender.php .	
28.	Settlement of Dispute, CONCILIATION & ARBITRATION	<p>Settlement of Dispute</p> <p>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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM 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 as per 'CONCILIATION' Clause.</p> <p>CONCILIATION:</p> <p>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 as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).</p> <p>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.</p> <p>ARBITRATION:</p> <p>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</p>	

	<p>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 and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>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, Power Sector/ 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.</p> <p>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 (shall be identified 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.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>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 Haridwar , shall have exclusive jurisdiction.</p> <p>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.</p> <p>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.</p> <p>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</p>	
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		<p>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.</p> <p>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 of clause mentioned above. 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.</p>													
29.	CONFLICT OF INTEREST AMONG BIDDERS/AGENTS	<p>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:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>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</p> <p>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</p> <p>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:</p> <ol style="list-style-type: none"> 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 <p>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</p> <p>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. "</p>													
30.	MICRO AND SMALL ENTERPRISES (MSE):	<p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="375 1784 1362 1974"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															

		<p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	
31.	JURISDICTION:	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	
32.	Force Majeure	<p>"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.</p> <p>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, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>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.</p> <p>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.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any</p>	

		<p>event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) 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.</p> <p>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</p>	
33.	Cartel Formation	<p>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.</p>	
34.	Order of Precedence:	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. Buyer Added Bid Specific ATC GeM Bid Technical Conditions of Contract (TCC) GeM GTC 	
35.	Quality Requirements	<p>Kindly note that Testing & Certification is required as per BHEL ordering drawings, specification & documents & accordingly quality documents for applying MDCC to BHEL.</p>	

SPECIAL NOTE FOR BIDDERS:

- 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 at any stage of execution.
- BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- 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.
- BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- The offers of the bidders who are under suspension and 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.
- Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
- In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender

ANNEXURE – 12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 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 Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification 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 Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT 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:

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

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.

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- 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.

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- 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.

For & On behalf of the Principal
(Office Seal)

Place HARIDWAR
Date _____

Witness: _____
(Name & Address) _____

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

Parbat Kumar
MGR- PPT/ BDI
BHEL/ HTR

Witness: _____
(Name & Address) _____

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM			QP NO.								
					REV								
		DRG. NO.		AS PER PO									
		SPEC.		AS PER PO									
		REV		Page 1 of 1									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY		REMARKS
1	2	3		4	5	6	7	8	9	D	10		11

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER					FOR CUSTOMER USE				
MANUFACTURER/SUBCO NTRATOR								APPROVED BY			