### BHARAT HEAVY ELECTRICALS LIMITED , Heavy Electrical Equipment Plant Ranipur, Haridwar – 249 403 (UK), India



## BHEL Tender Enquiry No. B/4011/2024/0640/V1 for the requirement of LP BYPASS SYSTEM WITH SPARES for Raigarh project on GeM Portal

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## PRE-QUALIFICATION REQUIREMENTS FOR "LP BYPASS SYSTEM"

No.	Pre-Qualification Requirements	Vendor's Response
1.	a. The Vendor to confirm that they have previously designed, manufactured, tested, supplied, erected & commissioned LP Bypass System (consisting of hydraulically actuated LP Bypass Valve along with Water Injection Valve and Hydraulic Power Supply Unit (HPSU)) for 660MW or higher capacity steam turbine unit. Further, design temperature for LP Bypass Valve should be 593° C or above.	(a) Yes/No
	<ul> <li>b. The vendor to confirm that the equipment(s) as per are Clause No. 1.a above are in successful operation in at least one (1) plant for a period not less than one (1) year as on date of issuance of enquiry.</li> <li>c. The vendor to submit experience details as per Annexure-A (copy enclosed) of supplied LPBP system complying the</li> </ul>	(b) Yes/No
	requirements mentioned at Clause No. 1.a & 1.b. above. Further the date of issue of experience certificate shall not be prior to 01.01.2012	(c) Yes/No
	d. The vendor to confirm that they must have previously supplied & commissioned the required instrumentation i.e. Transmitters, switches and gauges compatible with HPSU/EHA's of LPBP system for steam Turbine applications.	(d) Yes/No
2.	a. A Joint Venture (JV)/ Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 1 above in India, should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause no. 1 above (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of issuance of enquiry.	(a) Yes/No
	Indian Holding Company, of the Qualified Equipment Manufacturer who meets the requirements stipulated at clause no. 1.a above for the respective equipment(s), should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with the qualified equipment manufacturer. Further, in such a case, such Indian Holding company shall maintain at least 51 % equity participation in the Qualified Equipment manufacturing company either directly or indirectly, which shall be maintained for a lock-in period of seven (7) years from the date of issuance of enquiry.	
	b. In case the qualification is sought as per clause 2.a, The details of vendor (JV / Subsidiary Company/ Indian Holding Company) shall be submitted as per Annexure-B & Experience details of vendor or collaborator (i.e. manufacturer of proven equipment meeting requirements as per clause-1.a. & 1.b.) shall be submitted as per clause-1.c.	(b) Yes/No
	c. In addition, the vendor (JV / Subsidiary Company/ Indian Holding Company), shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment. The DJU shall be submitted prior to the placement of order.	(c) Yes/No
3.	In case the vendor qualifies as per clause-2 above: -  a. The vendor should have established manufacturing and testing facilities at its works as per Collaborator/licenser's design, manufacturing and quality control system for such equipment duly certified by the Collaborator/licensor as on date of issuance of enquiry.	
	b. Further for subject project, the Collaborator/Licenser shall provide all design, design calculation, manufacturing drawings and must provide technical and quality surveillance assistance and supervision during manufacturing, erection, testing & commissioning of equipment. Evidence/Confirmation to be furnished by the vendor.	(b) Yes/No
	<ul> <li>The Vendor to confirm to provide all design documents for offered equipment against this enquiry duly authored/vetted by its collaborator for review and approval by BHEL after placement of purchase order.</li> <li>The vendor to confirm that EHA, HPSU, Casting and Forgings shall be procured from its collaborator approved sub</li> </ul>	(c) Yes/No
	vendor only. Collaborator approved sub vendor list is to be furnished to BHEL.	(d) Yes/No

## Signature of authorized signatory......

#### Notes: -

1. Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.

#### **ANNEXURE-A**

Experience Details for LP Bypass System: -

No.	Details	BHEL Requirement	Vendor's Response
1.	Name of the station and its Location		
2.	Client name and its address, Fax no. & Tel. No.		
3.	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization		
4.	Purchase Order No. & Date		
5.	Capacity/Rating in MW of individual Steam Turbine Unit	≥ 660 MW	
6.	No. of Units		
7.	Date of Commissioning of LPBP system		
8.	Date of Commencement of Successful Operation		
9.	Years of successful operation as on date of issuance of enquiry	1 years (Min.)	
10.	Mandatory enclosures: - Certificate of satisfactory operation from their client/end user. Date of issue of experience certificate shall not be prior to 01.01.2012. Further, experience certificate shall contain at least the following information:  i. Name of supplier  ii. Name of power plant & Unit rating (in MW) in which LPBP system is installed iii. Design flow, pressure & temperature of LPBP valve iv. Operating flow, pressure & temperature of LPBP valve v. Performance status of LPBP system vi. Date of commissioning of LPBP system/Power plant start date/ plant synchronization date vii. Date of issuance of certificate	A	
11.	LPBP system designed & manufactured by		
12.	Control system designed & manufactured by		4
13.	Design steam temp. for LPBP Valve	≥ 593 ° C	
14.	Design steam flow & pressure		
15.	No. of LP Bypass Valves per unit		
16.	Type of LPBP Valve (Single Stem/Double Stem)/ size		
			1
17.	Body material of LPBP Valve		
	Body material of LPBP Valve  Type of actuator of LPBP Valve	Hydraulic	(
17.		Hydraulic	(
17. 18.	Type of actuator of LPBP Valve	Hydraulic	(
17. 18. 19.	Type of actuator of LPBP Valve  Make & model no. of Actuator of LPBP Valve	Hydraulic	
17. 18. 19. 20.	Type of actuator of LPBP Valve  Make & model no. of Actuator of LPBP Valve  Make & model no. of Servo/Proportional Valve	Hydraulic	
17. 18. 19. 20.	Type of actuator of LPBP Valve  Make & model no. of Actuator of LPBP Valve  Make & model no. of Servo/Proportional Valve  Make of Hydraulic Power Supply Unit (HPSU)  Operating Hydraulic Pressure	Hydraulic	
17. 18. 19. 20. 21.	Type of actuator of LPBP Valve  Make & model no. of Actuator of LPBP Valve  Make & model no. of Servo/Proportional Valve  Make of Hydraulic Power Supply Unit (HPSU)  Operating Hydraulic Pressure  Working Fluid (Mineral Oil/Fire Resistant Fluid)	Hydraulic	
17. 18. 19. 20. 21. 22.	Type of actuator of LPBP Valve  Make & model no. of Actuator of LPBP Valve  Make & model no. of Servo/Proportional Valve  Make of Hydraulic Power Supply Unit (HPSU)  Operating Hydraulic Pressure	Hydraulic	

Information against SI. No.1-14 are to be mandatorily provided by the vendors. Further, the vendor to submit all supporting documents like datasheet & drawing of supplied LPBP Valve, Water Injection Valve and schematic drawings of actuators & HPSU along with their functional write-up for BHEL information.

Signature of author	ized signator	y
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#### Annexure-B

#### Detail of subsidiary/JV company proposed for manufacturing of LPBP System as per clause no. 3 of Pre-qualification requirement

SL. NO.	Item Description	BHEL Requirement	Applicable data
1	Name and address with telephone no. of the Indian JV /subsidiary company/ Indian holding Company proposed for manufacturing of LP Bypass system.		
2	Name and address with telephone no. of the promoter(s) of the JV/subsidiary company/ Indian holding company.		
3	% of the equity held by the promoter(s).		
4	Equity lock in period	Seven (7) years from the date of issuance of enquiry.	
5	Name and address with telephone no. of the promoter of JV /subsidiary company/ Indian holding Company formed at sl. no. 1 above who meets the requirement of clause 1 of Pre-qualification requirement (PQR).		
6	M/s	The vendor to furnish valid collaboration/licensing agreement which should be in existence before the date of issuance of enquiry & shall be maintained for a lock-in period of seven (7) years from the date of issuance of enquiry.	A
7	If Equity held by the qualified equipment manufacturer (as per clause 2.a of PQR).		
i	Whether equity held directly or indirectly?		
ii	If indirectly, then furnish the relationship tree along with all relevant subsidiaries and holding company.		
8	The vendor to furnish commitment for lock in period as per requirement.	Confirmation to be provided by the vendor	

The vendor to submit documentary evidence in support of above requirements.

Dy. Manager (CIE) 2023
SDGM (CIE) Signature of authorized signatory.

DGM (STE-TG) 24 2 23

AGM (STE-TG & TM) (1202)

AGM & HOD (STE)

AGM & HOD (STE)



#### Purchase Indent No. 20240640 dtd 22.05.2024

1. Total scope of supply against 2x800 MW Raigarh project shall be as per the details given below:

SL. No.	Description	Qty per TG Unit	Total Qty for 02 units
1.	LP Bypass Valve with EHA & Desuperheater	02 Set	04 Set
2.	Hydraulic Power Supply Unit (HPSU)	01 Set	02Set
3.	Water Injection Control Valve with Hydraulic Actuator	02 Nos.	04 Nos.
4.	Flow Nozzle for WIV	02 Nos.	04 Nos.
5.	Dump Tube	02 No.	04 No.
6.	Steam Blowing devices for LPBP valves (Refer Point No.4)	02 Set	02 Set
7.	Hydraulic test devices for LPBP valve	02 Set	02 Set
8.	Assembly & disassembly device	01 Set	01 Set
9.	Flushing Device for Control Fluid System	01 Set	01 Set
10.	Filling and gauging device for hydraulic accumulator	01 No. 01 No.	
11.	Motorized control fluid pump unit for filling of fluid in CF Tank for HPSU	01 No. 01 No.	
12.	Special tools & tackles as per clause-8.0 of ST47050 (Refer Point No.3)	01 set	01set
13.	Mandatory spares as per BHEL Drg No.3-12300-32100 (Refer Point No5)	01 Set	
14.	Commissioning Spares as BHEL Drg No.3-12300-56005	01 Set	02 Set
15.	Servo Valve (as spare)	01 No. each type	
16.	Solenoid Valve (as spare)	01 No. each type & module	
17.	Supervision and Training to customer during erection and commissioning at site for each TG set		

- 2. <u>Following BHEL Drawings/specification may be referred:</u>
  - a. Drg. No.2-12300-32000 Rev.00 (Sh.01 & Sh.02) for 'LP Bypass System'.
  - b. LPBP-TG ADDENDUM
  - c. LPBP addendum for CIE system
  - d. ST47050 Rev.02.
  - e. ST22007 Rev.06.
  - f. Drg. No.3-12300-32001 Rev.00 for 'Input/Process data for LPBP valve and actuators.
  - g. Drg. No.3-12300-32002 Rev.00 for 'Arrangement of LPBP valve along with associated equipment'.
  - h. Drg. No.2-12300-32003 Rev.00 for 'Water Injection valve with Actuator'.
  - i. Drg. No.1-12300-32004 Rev.00 for 'System Diagram Hydraulic Supply Unit'.
  - j. Drg. No.3-12300-56005 Rev.03 for 'Commissioning spare parts for LP Bypass System'.
  - k. Drg. No.3-13360-89501 Rev.00 for 'Flow Nozzle for W.I.V.'
  - l. Drg. No.3-12300-32100 Rev. 00 for 'Mandatory spares-LP Bypass System'.
  - m. Drg. No.0-12321-30000 Rev.00 for 'Suspension of LP Bypass valve'.
  - n. Drg. No.1-12300-56008 Rev. 00 for 'Recommended Spares'.
  - o. Annexure-II (Check list to be submitted along with the offer).
  - p. Annexure-III Rev.04 (Master list of documents).
- 3. In case special tools & tackles are not offered, these will have to be supplied free of cost, if required, at any stage of the project in future.
- 4. Additional 02 set of Packing/Gaskets applicable for Steam Blowing devices shall also be supplied by the vendor. The same shall be utilized against TG Unit-2.
- 5. Mandatory spares shall be packed in a separate Box & shall be painted with Green colour for easy identification at site.

BHEL Ref. No.: B/4011/2024/0640/GeM

# BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS ITEM NAME: LP BYPASS SYSTEM with its spares PROJECTS: 2X800 MW RAIGARH PH-II.

#### 1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of <u>LP BYPASS SYSTEM with its spares</u> for 2X800 MW RAIGARH project as per requirement mentioned below:

SI. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Delivery schedule
1	W90312300590 DRG: 21230032000 REV:00 LPBP VALVE WITH EHA, DESUPERHEATER,HPSU,WATER INJECTION VALVE,FLOW NOZZLE AND DUMPTUBE SPEC: ST47050 REV: 00	02 SETS.	Lot-1: 01 ST, 22.12.2025 (Raigarh unit-1) Lot-2:, 01 ST, 22.04.2026 (Raigarh unit-2)
2	W99312301993 DRG: 31230032100 REV:00 MANDATORY SPARE FOR LP BYPASS SYSTEM	01 SET.	01 ST-, 22.04.2026 (Raigarh mandatory spares)

#### 2. Project Detail:

Project Name ITEMS TO BE DISPACHED DIRECTLY TO 2X800 MW RAIGARH PH-II PROJECT	
Consignee Address	Adani Power Limited, Village: Chhote Bhandar, PO: Bade Bhandar, Tehsil: Pussore Raigarh 496100, Chhattisgarh

#### 3. 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.

DetailsAmount In INRTypeEMDINR 40,00,000/- (Forty 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 Productor 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 10% 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:
  - 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**

SI.	Terms	Description	Supplier
No.			confirmation
1.	Documents	Please submit signed and stamped copy of your offer on each page along with	
	Checklist:	following documents;	
		Buyer Specific T&C.	

		Technical PQR & its supportive document.	
		Technical drawing & purchase specification.	
		Quality plan.     Integrity Pact	
		Integrity Pact  Continue (self-continue for minimum less) content or nor DDD MII order.	
		Certificate/self-certification for minimum local content as per PPP-MII order.	
		Replica of price bid schedule without prices with part-I offer.	
		Please note that technical documents shall be shared against submission of FCA (FCA	
2.	Compliance of	copy enclosed).  In addition to the terms & conditions mentioned in below table, General Terms and	
۷.	GTC on GeM	Conditions on GeM 4.0 (Version 1.16) Dt. 17th July 2024 or it's latest revision (if revised	
	die on dem	prior to issuance of enquiry) shall be applicable against this enquiry. Kindly confirm that the	
		same is acceptable to you for this tender	
3.		The Pre-Qualification Requirements have been compiled. All the bidders should	
	Pre-	ensure submission of complete details and documents as called for in these	
	Qualification	requirements. The Offers submitted by the bidders would be scrutinized with	
	Requirements	respect to Pre-Qualification Requirements first. Techno-Commercial offer of only	
4.	Customer	those bidders shall be evaluated who meet the Pre-Qualification Requirements.  End User approval is mandatory requirement for considering your offer in this tender.	
7.	approval	Kindly submit your credentials with all supporting documents along with your offer for	
	requirement	take up your approval with End User.	
		Price bid of the offer of only those bidders who will be approved by the End User will	
_	Ball of the last	be considered for price bid opening.	
5.	Make in India Clause	"For this procurement, the local content to categorize a supplier as a Class-I Local	
	Clause	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 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by	
		DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the	
		definition of local content for the items of this NIT, but before opening of Part-II	
		bids against this NIT	
		As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to	
		bid in this tender enquiry.	
		For this eligibility exitoric hidders are required to submit cortificate of Minimum	
		For this eligibility criteria, bidders are required to submit certificate of Minimum local content in attached Make In India certificate.	
		The Certificate shall be from the Cost Auditor / CA of the Company.	
		The continues of the first transfer of the f	
6.	Compliance of	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
	Rule 144 (xi) of		
	GFR 2017		
_	Did oalidis. /	Disease note that validity of the offen shall be 100 days from the date over the	
7.	Bid validity/ Validity of	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.	
	offer	Offer of bidder's having validity less than 180 days shall liable to reject. Please	
		confirm.	
		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.	
8.	Prices/Basis of	·	
	Quotation	the project.	

		Ensure to quote your price inclusiv	e of Freight & GST for Total quantity on GeM	
		portal.	c of the grant of the folial quantity on ocivi	
		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		
		_	t be dispatched through any Bank approved	
		_	at Haridwar. The names and addresses of	
		1	well as BHEL are posted at our website	
			nat, if you dispatch the material by any BHEL	
			will necessarily be required to furnish the MRC	
		invoice. No demurrage charges wou	respective Project Site for processing of your	
	Fredrica	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
9.	Evaluation criteria	Site considering all material codes and	on total landed cost upto respective BHEL Project	
	Citteria	Site considering an material codes and	a services together.	
10.	Evaluation	The evaluation currency for this ten	der shall be INR.	
	Currency			
11.	Payment	For Material portion-	from insure of countries of	
	terms:		Ifter issue of consignee receipt-cum acceptance erial receipt at site and submission of bill as per the	
		below details:	that receipt at site and submission of bill as per the	
		Type of Bidder	Payment Terms (Number of Days)	
		Micro & Small Enterprises (MSEs)	45 days	
		Medium Enterprises	60 days	
		Non MSME	90 days	
		Subject to submission of non-discrepant	t documents.	
		ii. For Supervision during E&C &Trainin		
			ate of equipment /confirmation of Successfully ct site through site/commercial & invoice directly to	
		BHEL	3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3	
12.	GeM charges	GeM charges if any shall be either	side only i.e. buyer's GeM charges shall be in	
		· ·	charges shall be on seller's account. Please	
		confirm.		
13.	Contract		related query & clarification carefully on GeM	
	execution	portal. Order shall be executed thro		
14.	Delivery Period	1	completion period in line with BHEL project site "1" of this ATC in number of weeks/months	
		from the date of Purchase Order.	T of this ATC in number of weeks/months	
			e W99312301993) -Delivery mentioned in enquiry	
		is indicative delivery. Actual delivery	, , ,	
		requirement and clearance from cus	· ·	
15.	Technical	Scope of supply & other special instructions have been mentioned in Annexure-I		
	Requirement	kindly submit your offer accordingly		
	for Raigarh	, ,		
	Project:	Kindly ensure completeness of their	offer & furnish the check list as per Annexure-	
		II duly filled along with the offer.		
			h the documents as per the list of master	
			r weeks of the date of placement of P.O.	
			ng spares in their offer as per BHEL DRG. NO.3-	
		12300-56005.	shall furnish all the decuments as you	
1		in the event of ordering the vendor	shall furnish all the documents as per	

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		ANNEXURE-III (MDL), complying time schedule mentioned therein. further, BHEL approval on documents shall be given within 30 days subject to finalization of documents by vendor to the satisfaction of BHEL/end customer post all clarifications/comments  The document no. THE DOCUMENT "C&I ADDENDUM TO ST47050 REV02 (MAHAN)" is also a part of purchase specification and shall be complied BY bidder, kindly confirm.  Kindly furnish item wise price of each item referred IN BHEL DRAWING 31230032100.  THE vendor to provide 3D MODELS for the supplied equipment assemblies (having all the components included) complete with all connection points/interface for the purpose of 3d power plant layout to be done by BHEL as per customer specification requirements. the file format of 3d model shall be informed by BHEL and the same shall be subject to customer approval  In case of any conflict between stipulations in various portion of the specification, most stringent stipulation would be applicable for implementation by the vendor without any cost or delivery implication to BHEL. PL confirm.  Deviation, if any, whether major or minor, should be brought out very clearly on deviation sheet along with the offer. In the absence of any deviation, the offer shall be deemed to be in full conformity with the specification. Hidden deviation in the offer shall not be acceptable or binding on BHEL. PL note & confirm.  PAINTING of equipment shall be as per cl. no5.1 of BHEL DRG NO.21230032000	
		additionally, touch-up paint (5 % of total finish coat quantity) is also to be supplied,	
		kindly confirm.  Drawings/Data sheets/documents & Quality plan as called for in the	
		specifications/Drawings/Documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay in documents submission/approval shall be on either side.	
		LPBP documents submitted by vendor for BHEL's approval shall also be subject to	
		customer's approval. Therefore timely submission of the complete set of LPBP system	
4.5	Become 1	documents must be ensured by the vendor.	
16.	Recommended Spares	Please furnish the itemwise priced list of recommended spares as per BHEL DRG. no.1-12300-56008 for our reference and future ordering along with main offer.	
17.	Supervision during Erection & Commissioning and Training	<ul> <li>The supplier to carry out the supervision work during E&amp;C of the equipment at project site, kindly Confirm that following charges have been quoted separately in your offer:</li> <li>1. Per ManDay Charges for Training, Supervision during Erection &amp; Commissioning (lump sum &amp; inclusive of everything i.e. lodging, fooding, boarding etc.)</li> <li>2. Per Visit Charges (to &amp; fro to our site) for Training regarding design/construction features, operation &amp; maintenance of the supplied equipments (Including C&amp;I) to customer's/BHEL Engineers, Supervision during Erection &amp; Commissioning.</li> <li>A total period of 26 mandays (Inclusive of 02 days training) and 04 Visits will be taken for evaluation purpose for 02 TG Set. However payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training endorsed by project site.</li> <li>Please ensure that "Per Man Day" &amp; "Per Visit" charges for Supervision during Erection &amp; Commissioning and Training including every expense are quoted.</li> <li>Please note that the vendor should send a checklist to BHEL prior to deputation of</li> </ul>	
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		competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative & the vendor.  Kindly note that you have to make a visit of 02-03 days to project site at a suitable point of time during erection, to streamline all the erection & commissioning activities of your supplied equipments and to ensure completeness of all equipments/tools etc., which are required for commissioning of the equipments. This visit is included in the above mentioned 02 visits to be taken for evaluation  Please confirm that the charges quoted for Supervision during Erection &	
		Commissioning and Training shall be inclusive of applicable GST.	
18.	SPECIAL INSTRUCTION	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.  In case of any confusion / un-clarity on any of the clause / requirement of	
		specification, please clarify the same from BHEL before submission of offer.	
		No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers. Please note and confirm.	
19.	Packing and Storage	<ul> <li>Kindly confirm the following packing requirements;</li> <li>Storage &amp; handling instructions of the equipments shall be furnished by the vendor separately and 2 copies of the same shall be supplied to site along with main equipment.</li> <li>Mandatory spares shall be packed in a separate box &amp; shall be painted with</li> </ul>	
		green colour for easy identification at site.	
20.	Special Instructions:-	For Raigarh Projects: - Kindly confirm the following dispatch instructions:	
		<ul> <li>8 DIGIT GST HSN code of item to be provided &amp; same is required to mentioned in PO for Raigarh PROJECT.</li> <li>Documents (GR/LR, PACKING list, test certificates) are required in original.</li> <li>Material is to be despatched on door delivery basis</li> </ul>	
21.	Liquidated Damages (LD) for late delivery	Liquidated Damages for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise total order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise total order value" Kindly confirm.  The date of LR//GR would be treated as the date of delivery for penalty purposes.	
22.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) 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.  After receipt of complete quality documents / TCs, minimum 7 days would be required by BHEL for issuance of MDCC. Material shall be dispatched within 7 days from the the date of issuance of MDCC.	
23.	Action against Bidders /	In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to	

	vendor / supplier / contractor in case of default:	perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.							
		Suspension of Business Dealings could be in the form of supplier/ contractor or a bidder and shall be as per "Guide Business Dealings with Suppliers/ Contractors" availab "https://www.bhel.com/guidelines-suspension-business-complierscontractors"	lines for Suspension of le at BHEL's website						
24.	Arbitration/set	In case of any dispute arising out of as in connection with	this contract the same						
24.	tlement of	shall be referred to arbitration under Arbitration & Concilia							
	disputes clause	arbitrator who shall be appointed by mutual consent of t	·						
		venue of arbitration shall be Haridwar. The proceedings							
	D	English. The Governing law of contract shall be the substitut							
25.	Breach of	In case bidder to fail to full-fil the contractual obliga	· · · · · · · · · · · · · · · · · · ·						
	contract	Performance Security/Performance Bank Guarantee availa	able with BHEL against						
		the contract value, the same be encashed by BHEL.							
		Further, legal remedies be pursued, levy of liquidated	<u> </u>						
		termination, de-scoping, short-closure, etc., shall	be applied as per						
		provisions/extant guidelines of BHEL. Please confirm.							
26.	Integrity Pact	(a) IP is a tool to ensure that activities and transactions	• • •						
		and its Bidders/ Contractors are handled in a fair, trans							
		free manner. Following Independent External Monitors	• •						
		panel have been appointed by BHEL with the approx	al of CVC to oversee						
		implementation of IP in BHEL.							
		SI IEM	Email						
			iem1@bhel.in						
		, , , ,							
		2. Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in						
		3. Shri Mukesh Mittal, IRS (Retd.)	<u>iem3@bhel.in</u>						
		<ul> <li>(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.</li> <li>(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.</li> </ul>							
27.	Guarantee/ Warranty	Kindly confirm the following Guarantee/Warranty clause;							
		Guarantee/Warranty period shall be provided for a period							
		the date of supply or 18 months from commissioning, w							
		case of any failure or trouble reported from site, the su	• •						
		their representative immediately to attend the probl	-						
		defective component/part if required, without any additio							
		The supplier to provide technical support/services or     against any issues reported in the against supplied by							
		against any issues; reported in the equipment supplied by	, the vendor for up to						
		at least 10 years from the supply date.	ssor guarantes paried						
		BHEL reserve the rights to reject/load the offers having le as mentioned above.	sser guarantee period						
20	Dorforman		ance Bank Guerantee of						
28.	Performance	Successful bidder to submit Performance Security/Performance							
	Security/	5% of the contract Value (Excluding Taxes). The Performance submitted within 20 days of notification of the award of	• •						
	Performance	submitted within 30 days of notification of the award of	CONTRACT AND IT SHOULD						

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	Bank	remain valid for a period of 60 (sixty) days beyond the date of completion of all	
	Guarantee:	contractual obligations of the supplier, including Guarantee/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 Guarantee/	
		Warranty under the contract. The Performance Security/PBG shall not carry any	
		interest. Please confirm.	
29.	Order	Ink signed order acceptance shall be furnished within 15 days of order placement. In	
	Acceptance :	case, order acceptance do not received within 15 days of order placement, PO deemed	
		to be accepted by you.	
30.	Beneficiary of	Kindly confirm on whom the PO will be placed in the event of ordering.	
	PO		
31.	Delivery	Bidders are requested to offer best possible delivery (project/Lotwise) from PO	
		placement.	
32.	Additional	BHEL reserves the right to consider / Not-consider the offers based on the evaluation	
	Conditions for	of documents submitted for the Pre-Qualification Criteria (PQR).	
	Assessment	BHEL also reserves the right to have on-site assessment of the facilities at supplier's	
		works during the bid evaluation.	
33.	O&M	Kindly confirm that in the event of ordering O&M manuals will be provided in 22 nos.	
	Manuals	of Hard Copies and 04 CD ROMs as per MDL (Annexure-III). Out of these, 19 Nos. Hard	
		Copies & 3 CD ROMs of O&M Manuals would be supplied directly to BHEL Haridwar	
		and balance O&M Manuals shall be supplied along with the equipment at site and description of the same should be mentioned in packing list.	
		Kindly note that your documents including O&M Manual shall bear the details as per	
		cover page (Annexure-IV). Further the cover page of the O&M Manual shall be	
		bilingual in Hindi & English Language.	
34.	Quality	Kindly submit endorsed copy of customer approved quality plan no	
34.	Requirement	QA/BI/QP/114 (Copy attached).	
		Kindly specifically confirm to follow customer approved QP.	
		Inspection shall be done by Third Party Inspection agency TUV & End	
		User as per End User approved quality plan, kindly confirm.	
		For spares items, kindly confirm to submit test certificates endorsed by	
		third party inspection agency as per End User approved QP.	
		Inspection charges will be borne by BHEL. All coordination with third party	
		inspection agency shall be done by the supplier only.	
		Inspection call to third party inspection agency may be raised	
		directly by the supplier; however 15 days are to be provided for deputation of	
		representative of third party inspection agency for inspection.	
	1	1 1 1 0-11	

#### **SPECIAL NOTE FOR BIDDERS:**

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 technocommercial 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) of General Terms and Conditions of GeM.
- **4.** Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
- 5. Please submit signed & stamped copy of QP.
- 6. Updated MSE/UAM certificate (if any).
- 7. Certification of Local content as per PPP-MII Order-2017 as per enclosed format .

## Format for preference to Make in India order

## Certificate

	name)	are	local		The	percentage		content us agains		the uiry
No							•	% (perc		
Details of	location a	t which	n local v	alue additio	n will b	e made is as fo	ollows:			
	nderstand	, false o	declarat	ions will be	in brea	ch of the Code	of Integrity ur	nder Rule 1	75(1)(i)	)(h)
We also ur						s successors ca	σ,			
	eral Finar	iciai nu								
of the Gen as per Rule	e 151 (iii) d			Financial Ru	ıles alo	ng with such of	her actions a	s may be po	ermissi	ble
of the Gen	e 151 (iii) d			Financial Ru	ıles alo	ng with such o	ther actions a	s may be po	ermissi	ble

The Certificate shall be from the Cost Auditor / CA of the Company.

#### Framework Confidentiality Agreement cum Undertaking

This Agreement made on this the	day of (month)	20	
("Effective Date") by and between			
M/s BHARAT HEAVY ELECTRICALS LIMITED	, having registered	office at "BH	EL
House", Siri Fort, New Delhi - 110049 (India), a	ecting through its _	U	nit
(hereinafter may be referred to as "BHEL" or "the Con	npany").		
And			
M/s(add	ress)		
represented by authorized representative Sri		(herein af	ter
referred to as the "Supplier").			

The Supplier and the Company may, unless the context otherwise requires, hereinafter be collectively referred to as "Parties" or singly as the "Party".

#### RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL/its affiliates own valuable information of a secret and confidential nature

Whereas the Company may, in connection with Contract(s) (as defined hereunder) placed or to be placed upon the Supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as under:

#### 1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. "Contract" means the Contract entered into with a Supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. "Effective Date" means the date of this Agreement as mentioned in the preamble of this Agreement.

- C. "Supplier" includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. "Technical Information" includes Drawings, and/or Product Standards and/or Specifications and/or Corporate / Plant Specifications and/or Technological Process Sheets and/or Technical Data Sheets and/or Jigs & Fixtures and/or Pattern & Dies and/or Special Gauges and/or Tools etc. belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Supplier.
- E. "Intended Purpose" means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
- F. "Improvement" includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
- 2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
- 3. Agreement deemed to be incorporated in each Contract: Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

#### 4. Ownership:

- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the Contract and/or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

#### 5. Use and Non-Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the Supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the Product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and/or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the Supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is/was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the Supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 The Supplier undertakes and agrees not to make copies or extracts of and not to disclose to others any or all of the Technical Information in its possession, except as follows:
  - (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.
  - (b) With the prior written consent of Company, the Supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
  - (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Supplier

intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

#### 6. Exceptions:

The obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was/is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing Party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 7. The obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ---- years from the date when the complete Technical Information has been returned to the Company and if Technical Information has been returned in portions on different dates then, the period of ----- years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of ----- years.

#### 8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material/documents belonging to him/it or to any other third party.
- c) The Supplier further undertakes that he/it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and/or equipment of the Company, made available to him/it, and undertakes that he/it shall hold the same as a trustee, in capacity of custodian thereof and use/utilise the same solely for the purpose of executing the Contract awarded by the Company.
- d)The Supplier further undertakes that he/it shall return all the equipment and/or Technical Information as far as practicable in the same condition in which the same was made available to him/it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope

of work or Contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and/or Technical Information/Improvement thereof. In case any such equipment and/or Technical Information or Improvement thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or Improvement thereto shall continue to be governed by this Agreement.

- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and/or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and/or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the foregoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.
- **9.** Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

#### 10. Arbitration & Conciliation:

a) In case amicable settlement is not reached between the Parties, in respect of any dispute or

difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference or controversy or claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region.

- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for

the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at ----- (Insert the name of the city/town of the concerned BHEL Unit/Division).

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

#### 11. Governing Law & Jurisdiction:

This Agreement shall be governed by and be construed as per applicable Indian Laws in force at the relevant time.

Subject to clauses 10(a) and 10(d) hereinabove, all matters in connection with the subject agreement shall be subject to exclusive jurisdiction of Courts situated at -----(insert the name of the place where the BHEL Unit/Division is located)

**SIGNATURE** 

#### WITNESSES

1.

Name

Address:

2.

Name:

Address:

#### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:
Date:
То
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 at1
through its Unit at(name of the Unit) having awarded to ( Name of the Vendor / Contractor /
Supplier) with its registered office at² 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 Nodated3 valued at Rs
Rupees//FC(in words) for <sup>5</sup> (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
<sup>6</sup> ( 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 <u>Vendor / Contractor / Supplier</u> 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.
or any other datherty, our hability and or the process being absolute and anoquivesal.
The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment
thereunder and the <u>Vendor / Contractor / Supplier</u> 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 or discharged.	d and its claims satisfied
WeBANK further agree with the Employer that the Employer shall have to our consent and without affecting in any manner our obligations hereunder to vary conditions of the said Contract or to extend time of performance by the said Vendor / Cottime to time or to postpone for any time or from time to time any of the powers exercing against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms to the said Contract and we shall not be relieved from our liability by reason of any succeeding granted to the said Vendor / Contractor / Supplier or for any forbearance, act or one Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or thing whatsoever which under the law relating to sureties would but for this province in the said vendor in th	any of the terms and ontractor / Supplier from cisable by the Employer s and conditions relating th variation, or extension hission on the part of the er or by any such matter
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guas a principal debtor, in the first instance without proceeding against the <u>Vendor / Contractor / Supplier</u> 's liabilities.	ontractor / Supplier and
This Guarantee shall remain in force upto and including <sup>7</sup> and time to time for such period as may be desired by Employer.	I shall be extended from
This Guarantee shall not be determined or affected by liquidation or winding up, d constitution or insolvency of the <u>Vendor / Contractor / Supplier</u> but shall in all respects binding and operative until payment of all money payable to the Employer in terms thereon	and for all purposes be
Unless a demand or claim under this guarantee is made on us in writin <sup>8</sup> we shall be discharged from all liabilities under this guarantee	-
We, BANK lastly undertake not to revoke this guarantee during its cuprevious consent of the Employer in writing.	urrency except with the
Notwithstanding anything to the contrary contained hereinabove:	
a) The liability of the Bank under this Guarantee shall not exceed	6
b) This Guarantee shall be valid up to <sup>7</sup>	
c) Unless the Bank is served a written claim or demand on or before	<sup>8</sup> all rights under this
guarantee shall be forfeited and the Bank shall be relieved and discharged from	n all liabilities under this
guarantee irrespective of whether or not the original bank guarantee is returned t	to the Bank.
We, Bank, have power to issue this Guarantee under law and the authorized person has full powers to sign this Guarantee on behalf of the Bank.	undersigned as a duly
	For and on behalf of (Name of the Bank)
Dated	
Place of Issue	

Annexure-1

#### **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
<u>Preamble</u>
The Principal intends to award, under laid-down organizational procedures, contract/s for
(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

#### Section 1- Commitments of the Principal

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

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

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous Transgression**

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

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

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

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

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

#### Section 8 -Independent External Monitor(s)

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

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

#### **Section 9 - Pact Duration**

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

#### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 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.
- 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 Bidder/ Contracto (Office Seal)
Witness: (Name & Address)

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		SBOC		200 00					PACKAGE	MAIN PL	ANTP	ADVAS	26		
		124 128	02	- CAPO					MAINSU	PPLIER BY	EL, HA	ADW	AR.		
SL. MO.	COMPONENT & OPERATIONS	CHARACTER	ST(3	CLASS	THPE OF CHECK	Page 4 of L1 Quantum or CHICK	REFERENCE	ACCEPTAN	CE NORMS	FORMA			AGEN	CY	REMARKS
L	2	3		4			DOCUMENT	_	_	8500		84	1.0	N	
					-	- 6	2			9	D		ID		1.1
11752									_		_	_	_		
1	DATERUS. DINTROS.	1				1					T	Ė	Г		
I.I	ORLYANK	DANIME		HVOR.	VNOL.	1964	26430, 9.3(119830	DRAFFIG		503	+	-	v	v	
		DBENSIONS		782186	MERKERSENT .	1965.	MANTECTERIA	DEAVING.	-	000	+	F	v	v	
		VERFECATION OF SCHOLASS CERTIFICATE, ENNIFECATION CORPLATION FOREST STATES	TOTAL .	NAVOR	CERTIFICATE - REVIEW	100%	MINTO ACTUAL RE	BELEVING		000		,	V	v	
1.2	BOUGHT UNT	PLANES			-			_	_	-	-	H	Н		
	TRANSMITTER	DAMAGE MIST		MAKE	VBLN.	100%	880.010.00EF		-	CER.	-	,	v	v	
		MERRICORE		36.68080	1797.46	190%	DEG DATAMENT		_	_	_	_			
-		CALERCETRIN	_	211800	196.46	1971	040-017101717			COC	1		V	Y	
$\neg$	P983W-81	DANSAGE REST	_	353818	TREAL	195				COC	ľ		41	Y.	
	DEASSMITTER	SHIELCOM	-	MARK	YES	195	D#G-O/LYBILET			COC.		F	X.	٧	
-		CHARRATION	_	10.00790	VSCA	265	BRECOTTABLE			cue	1	,	Y	V	
-	TROUGH AND RE	DAMEST	_	101000	1766.14		SECTIONS 1			COL	١.		V	£.	
-	TRASSMITTER					1975	0655, 013, 030, 9-1			COC		2	v	Y	
-		SHORTQUE.		5150R	1913/	1865	0607 070 740 6 7 1			COC		P	¥.	V.	
	the same	CALIBRATION		MARK	YBESE	386.	DMITGRAFABILI			(10)		r	X.	v	
MAUE/ ONTRA	CTURER/SUB CTOR	Me s Outs	CATE P PE	ION. URER/SUBCO ERCRANIWW	THOS SHALL BE ESSENTIAL OWTENETION B. BHEL/NO HTHESS AND Y HERITCAE HELY TO SHALL BE COST OF	M. INSPECTION AGEN	MACTOR IN QA	ON CLISTOMER		PROVED B	_		(e	200	

MAN	FACTURER'S NAME AN	O ADDRESS			STANDAR	D QUALITY PL	LMU		TO BE FILLS	DIVINEL	PROJECT: POWER PE					II] MAI	GAN THERM
		17861	UP BTIAL	55 SYSTEM		QPNG.	CARRIONISA				SXXX00 NAV					1944	POWER
	YENDOR'S NAME					04789	10/09/2014				PROJECT, I					LUMU	,
BHEL.		08S. NO.	- At	PER PO							PACKAGE:						
		SPEC.	Ad	PER PO							MAIN SUP	PLICE: BR	EL, HA	RIDWA	E.		
		REV	02				Page S of 11										
5L	COMPONENT &	CHARACTER	isn cs	CLASS	TYPE	OF CHECK	QUANTUMOF		ROWCE	ACCEPTA	MOE NORMS	FORWI			LIENC		PEMARO
NO.	OPERATIONS			-	-	5	CHECK	DOC	UNVENT	-		RECO		N.		N	
-	-	3			_	-		-	,	_		,	D	_	30	_	- 11
-	DOLLARIAS	BANKE BAT	_	NOON	EXPERI		T tears.	Tipest or	LIASTIT			coc	1.	1 2	ΤV		_
	MORRES												ľ	1			
		SHIER THEFE		SENOR	ABSUAL		1095	266 Dt	(LOSEL)			COC	1	1	v	v	
		VERFELLHON O SCHOOL OF CARTESCATE	٠.	SUNK	ABS:NT		1995	040's Dr	ALAND ET			coc		1	٧	Y	
	ACCEPATION S	DAMAGE REST		267508	VBCM.		180%	046.50	MASPET		_	COC	1	P	v	٧	-
		MEDITICOR		MAKE	VENE AL		190%	040,00	MASSIEET			COC	1	P	W	¥	
		PRESNI SETEST		50,000	VERIAL.		180%	DBC/ Dr	MASIEET			coc	r	P.	V	4	
	PREMIUR NE BELIEFY ALVES	DAMAGE BLYE		MAKE	YESTAL		180%	DBCCD	MASHEET			coc	1	P	V	¥	
		MUBERCORE		MARIE	VENIM.		180%	DBG-D4	THREAT			COC		P	*	٧	
		ADALYDENT		MARIE	VBUM.		190%	EMO.04	AT AMPREET			coc.	1	F	Y	٧	
	PRENAME CALVERY	DAMME, IR. YE		MARIE	VBEAL.		198%	E880.59	TEHRAL	-		COC	1	F	*	٧	
		MORES,CHOR		MARIE	VBEAL		39%	BBG, Ev	TANKET		-	coc		F	¥	٧	
		CALERATION		MAKE	VBUAL		100%	1603.114	LIAMERY			(IE	T	F	y	٧	
	THEODESAGURE	DAMSERST		MARKE	VINCAL		38Pc	\$800,514	1.1459#3.7			COC		r	v	٧	
	CHARCIOUR T	BANKE, BOT		MUNE	VISUAL		10Ps.,	0897.07	LEMEST			COK.		r	٧	٧	
	COORTSGETOR FETTER OF CHILD	DOMEST ST		HUR	VISCAL		100%	166.0	(TARE)			CLE.	1	,	Y	V	

FOR CUSTOMIR USE

APPROVED BY

MANUFACTURER/9UB CONTRACTOR TRECORDS DONTHED MITH THOS SHALL BE ESSENTIALLY MICLIORD BY CONTRACTOR IN QA. DOCUMENTATION. AS MANUFACTURES / SUBCONTRACTOR IN BHEL / NOM. INSPECTION AGENCY IN: 0.033TOMER.

OUSTOMER
INDICATE P'PERCRM W'WITNESS AND V'VERFICATION
ALL W'INDICATED IN COLUMN W SHALL BE 'CHP' OF OUSTOMER



10000	TOWNS TOWNS SHARES AN				STANDARD GURGTYP	LAY		TO BE FILE	ED BY BHEL	PROJECT	M/S MCL	28800	MW()	PHASE	-1) MA	HAN THERMA
	Whiterswan	ITEM	LP 81	PASS SYSTEM	OPNO.	94/8009014				POWERP	DJECT, S	INGRA	CILL, IN	o.		
NHC.					04769	18/99/2004			- 1	2XEGG NA	V CICTRA	SUPER	camo	AL TH	ERVA	POWER
are:		04G, NO.		AS PER PO			_		- 1	PROIECT,	MAHAN	PHASE	40, 50	NGRA	UU, M.	,
		SPEC		AS PER PO						PACKAGE MAIN SU	MANY	ANTE	ACKAG	4		
		REV		02		Pege 6 of 11			- 1	MAIN SO	HER B	EL, HA	ROW	NR.		
51.	COMPONENT &	CHARACTER	STICS	CLASS	THOY OF CHECK	QUANTUM OF	1 422	PREMIT								
MO.	OPERATIONS				THE OF DRIVE	OFFICE		ERENCE	ACCEPTANG	ENDRING	FDRM			AGON		REMARKS
1	2	. 3		4		6	- 000	- Care and	-	_	PECO		M	- 5	M	
						-	-				- 9	D		10		33
		BASSAGE, REST		HWE	104:14	180%	046.0	NEWSTA			OK	1	F		V	
_	Main supply															
	Representation Purple	RYMAGE REST		NAME	YNOL	185	DBG-D	ni verrer		_	cic	+	-	+		
	COSPLING	DAMAGE, BEST		MAKE	VICE	1000	1000	ATAMESTI				_			1	
_	BLUES						1000.00	X17/482.1			COC		1.		Y	
	HLTI90S	DAMAGE, BUST		344680	VINCAL	190%	040,0	ATASSES T			COC	+	P	+	v	
	FINAL FINAL DARKETON			1						-	_	+		Н		
	18790	504EV111V5		WATER	NEWSTERNING.		-									
				ALCOHAL .	MACRISTAL	100	AS PER	DECEMBED.			TC		7	16	w	
2	1992	COMMEXTABLE	VT	HARR	VIRGAL.	INF.	A) POR	MARRIE	BCM	_	TC	₩	,	×		_
3	HPSE!	FUNCTION THAT		355E	NEARBOUNT	1875	046.66		ANDORFECE	18:01	30		-	4	N.	
	HENCE .	PARCENG		MARIE	-						-	Γ	11	1.	~.	
				NOTE	YBUM	330%	HROAS	NOSSPER	604 996			1	F	v	v	

				nergea
MANUFACTURER/SUB CONTRACTOR	INDEXISTS CONTINUED WITH "TOO" SHALL BE LEGISLARILY MICLASHIS OF CONTINUED IN QUA DOCUMENTATION.  DOCUMENTATION.  DOCUMENTATIO	FOR OUSTOMER USE	APPROVED BY	2023

VALUE AND REPORT HALLOW AND ADDRESS.

ıU	FACTURER'S HAME AN	0.AD0.9655			FT400490 QUALITY	PLON	TORRE	TED BASHER	PROJECT: POWER P					II MA	HAN THERMAL
	A THE PARTY IN THE	DREADY NAME  ORGANIC  ORGANIC  OPERATORS  OPERATORS  OPERATORS  OPERATORS  OPERATORS  A CHARGES  OPERATORS  A CHARGES  A CHARGES  A CHARGES  A CHARGES  A CHARGES  A CHARGES  COMMITTIES  COMMITTIES	LP BHIN	955 3757846	- 07/60.	GA/59/GP/134			2X800 NW	ULTEA	SUPER	NTK	HT LE		
	TENEDO FRONT	085.NO.	TA.	IS PER PO	DATES	1019000	_		PROJECT, PACKAGE					JU, M.	
				IS PER PO					MAIN SUI	PUEN: B	HEL, HA	REWA	UI		
	COMPONENT &		ISTICS 0	CLASS	TYPE OF CHECK	Page 7 of 11. Quantiture Of	REFERENCE	ACCEPTE	NCE NORVE				VG (PV)		REMARKS
	OPERATIONS				_	DIECK	DOCUMENT			REC	2080	M	10	N	13
70	R INJECTION VALUES			-				_		-	-	-	-	-	
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	DESCRIPTION ADDRESS OF	COORDINATION		GOVER.	CHESTER. ANALYSIS	Manter	AS PERAPPRINT			H	1	1	v	V	
Ī					MECHIEN	PERSONAL PROPERTY.	AS PERMITRIANE	DIMIAMEN		H.	-	1	٧	٧	
1		C.VPEHANCE		-	VBUILDSPECTOS	PERSON	3695 57-51			ж .	1	,	v	٧	
Ī	STUDSANUTS			MAKE	CHESTICAL ANALYSIS	PERMIT	EX HEMITEROLI ASSISTANTA DE	STMAIN HT		W.	1	7	V	٧	
					MICHIEN	PERMIST	EXTRIBUTED D			16.					

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AS PER APPROVIDED DATA AND EX-DISO.

AS PER APPROVIDED DATA AND EX-

773	LEGEND:  1 RECORDS IDENTIFIED WITH TICK SHALL RE ESSENTIALLY INCLUDED BY CONTRACTOR IN CA.	TOR CUSTOMER USE	Τ
MANUFACTURER/SUB CONTRACTOR	DOCUMENTATION: ME MANUFACTURE! SUBCONTRACTOR IS SHEL/NOM INSPECTION AGENCY IN: OLISTOMISE REQUEST 3" PROFESSION NEW WITHINGS AND "Y VERY CASION.		ľ
(3.)	ALL 'W' INDICATED IN COLUMN 'N' SHILL BE YORP OF CUSTOMER		1

DAME IN



PEATERN

DOROGEN VIETAL MAKE

	PACTURER'S HASIN AN	COURSE OF			State to the State of the State	400		TO BUT I	:04£ 19 Etc.	PROJECT:	M/S MEL	233000	WW OF	HASE-I	II MAHAN THE
51D.	VENDOR'S HAME	Test	LP STREET	METERS 22	QP 8/Q. 04760	QA/0/QP/014				POWER P	ULTRA S	LIPER O	amo	AL THE	MMAL POWER
3160		986.192	AG	ON 829						PROJECT, PACKAGE	MAHAN (F	HASE-	10, 515	DAND	J, M.P
		SPEC.	AS.	PER NO.			-			MAIN SUP					
Si.		REV	0.0			Rate Ball 11					-cun un	LL, HA	· L/ H ·		
NO.		OMMICTER	ISTICS	CLASS.	THE OF CHECK	QUINTUM OF CHECK		SPENCE UMENT	ACCEPTA	ICT MORNS	FORMA			VGENCY	
	- 2			. 4		- 6	101	3	-		RECOR	100	M	10.	M '
									_		-	1.0	_	10	11
3	DONASSELS.	ADESTINGON: VINUAL		NUMB	1835 200-271	MILLIANS	[m] yes	LYDENG		_		F	P	-	ASSEMB
		RPART			384.76	MINWIS		Nicht Char	uisin Sata shows:			+	P		ACTUAT
1 1	CAMBONS			VNI AL	MINNES	Nittury		Table bifumost	ibung -	_					

	LEGENG: FACCORDS DENTIFIED WITH THOS SHIPL BY CESSIVERIES INCLUDED BY CONTRACTOR IN QU	T
CONTRACTURES/SUB	DOCUMENTATION  M. MANUFACTURES/SUBCOSTRUCTOR, B. SHIG./ NOW, INSPECTION AGENCY IS:  OUTSTONER.	



MANU	FACTURER'S NAME AN	ID AGDRESS			STANDARD QUALITY P	AW.	70 82 90	TO BY SHELL	PROJECT:					(I) MA	HAN THE FRANCE
-		1 (1754	10.69	PASS DISTEM	0250	GA/BROP/UH	_		24800 SAV						
	VENDOR'S NAME				DATED	10/95/2004	_		PROJECT.						
BHEL		DEG NO	-	45.0ER-00		10000	_		PACKAGE					AL, MA	
		SPEC.		AS PER PO					MAIN SUP						
		204		02		Page 9 of 18									
SL.	COMPONENT &	OVARACTO		CLASS	TIPS OF CHECK	CHANTUMADY	RIPERINGS	Taccuma	ICE NORMA	FORM	17 DE	-	15F N	~	PEMARES.
NO.	OPERATIONS					DHEDK	DOCUMENT	ALCO IN		86.00			8		
1	2	3		- 4	5	6	7			- 5	P	-	30	-	11
PLOT	SHEELE FOR MIV	-						-			_	_	-	_	X . 1
1.0	RAWMARERIAL.							-			T		Т		_
	BRANCHPER	A CHEMICAL COSPOSITION	-	XEARCOC	CHEMICAL ANALYSIS	PERLOT	.4175 K 47750733 0605	DILL WHEET		TC	1	1	٧	Y	
		PROPERTES			SECULIA		ASTER WERNEY DRG			TC.	1	"	٧	Y	- 1
		CSDF			U.F.		AS PERIAMSHIPE DBD.	PDATASHET		ж.		1	٧	Y	
	11043H01E	A CHIME'AL DIMPOSITION		MUCR	CHEME AL ANALYSIS	-00	4575R59980933	PERTAMENT		H.	1	P	v	Y	
		PROPERTES			-MECHIEN.		TRIG	DATAMET		H.	1	1	٧	Y	
2.8	MANUFACTURING										$\overline{}$		т		
3.1	SERCHISTORY PARTS	VINCALA DIMENSIONAL DISPLETION		365000	USCAL. DOGENSKINGAL	POPPEC.	SEROP TRAVELER					r			
2.2	WELDING AHEAT DEAD ENT	9(339), (97(95)		561AHR.	,	M36413	DOM: NO EX					-	Г		
2.5	ASSORTS	STREETH AND THE		565,808.	VB4UAL	PERENDREN	ANTERATRONIO URG.	PRIME				-			
3.0	ANSPECTED				7 7 7										
XI	SHAHLMSH	RT LINGS:T		50,5398.	RECT.	PERFECT.	W0835C2V38 10	F/89934		30		r	٧	v	
	SDE SOCHISCO STLD IND	PT -		SOUR	PT	PERPELT	Ventage C. A. H. H.			K.	-	٢	٧		
3.2	IN DRIVET THE	15855813831351		MARKE	RADBO	PERPECS.	AS PER APPRIATE			R.	1	F	w		

COR CUSTOMERUSE

LEGEND:

1 RECORDS IDENTIFIED WITH TICK SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QUIDOCUMENTATION.

M: MANUFACTURER/SUBCONTRACTOR IE: BHEL/ NOM. INSPECTION AGENCY N:

CUSTOMER WORKER OF PERFORM W WITNESS AND Y VERIFICATION



MANUFACTURER/SUB

CONTRACTOR

	VACTURER'S SIANIC /S				SANSHER CONTRACTOR	LAS	70 8076	THE INCOME.	PRDIECT:	M/S MEL 2 ROJECT, SH	<b>K800</b>	viw le	MAS!	49 MA	HAN THERM
		CDM	LP BWYO	55 576TEM	QP NO.	-1 GA/99/OP/214				WULTRASI					
OHD.	TENDOR'S NAVE				CATED	30/05/2014				MAHAN IP					
BHIL		09G-10	45	PERIPO						MAN DIA				ALL, WL	
		SPEC.	A5	PERPO					MAIN NO	TLER DIE	1 168	DETMAN			
		REV	92			Page 10 of 11									
SL. MO.	COMPONENT & OPERATIONS	CHARACTER	STICS	CLASS	TRPE OF ONEOX	- QUANTUM OF DRECK	REFERENCE	ACCEPTA	NCE NORMS	FORMA		M.	EZ NO		REMARKS
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0. 1	DOMESSION:														
-	CHECK	MEEDENING NA	is .	363646	DEST 200 OF PE	PERMICE	[8(14)4)			R.	1		v	v	
1.4	KALIBRATION			HANK	134 12	MARKED:	100	-		OK	1	P	v		
	PANAL DISPECTION PAIN	VIME EATEN O	IF.	MANE	ABUTT	1907.	DITENTANT	HEAVING		OK	-	P.	v	v	_

MANUFACTURENSUB CONTRACTOR	LIGENS: LINCONS DIVINIED WERN THE C'SHALL BE ESSENIALLY WELLAGES BY CONTRACTOR BY CA- DOCUMENTATION. WE BENULLE CHEMPEY SUBCONTRACTOR: B: BIGL / MOM. RESPECTOR ACCITIC? M: BROCKLE PY PROTEST MY WITHEST AND V. WISHOUTON. ALL Y MOCKES DIVINIOUS PROLINES TO SHALL BY CONTRACTOR  ALL THE CONTRACTOR DIVINIOUS PROLINES TO GESTORIER.	POR CUSTOMER USZ	APPENTO BY	( Type ) 102
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MANUFACTURER'S NAME AND ADDRESS				STANDAND QUALITY PLAN						PROJECT: M/S INEL 2KEGGMW (PHASE II) MAHAN THERMAL					
	VENDORTUNIAME	ITESE .	LP BYFASS	SYSTEM	. OP N						RDIECT, SWIGE V ULTRA SUPE		IL MUP ITTICAL THERMAL	POWER	
NEC.					0470	14/99/00	14/99/0004			PROJECT I	MAHAN IPHA!	2.10	SWERMAL M.		
		ORG. NO.	AS P	ER HO							MAIN PLANT				
	SPEC	ASP	ER PO							THER BELL					
		REV	0.5			Page 11.0	711	1							
54.	COMPONENT &	CHARACTER	ISTICS	CLASS	TYPE OF CHEC	K QUANTU	# OF B	CECKENCE	ACCVETAG	SMECIA TTV	FORMAT OF	-	AGINEY	REMARKS	
190.	OPERATIONS					OHEO		DOLLANDAT			BECORDS		M B N	nimates	

#### BUSINE

1.6	BAWMATERIAL.						_	_		-		
Li	38317088	A CHIDINAL COMPOSITION	SEUCR	CHESSECAL.	POREAT	ASPERIMENTED DELINERS	H	+	F	¥	ν,	
		BMICHANCAL PROPERTES	5550E	9KUCIKSI	P\$ 90 01, 12	ASPERAPRIATED INCLOSES.	K	1	F	v	V	
		CNOT	SACRE	CT	130	AS PERAPPROVED INTANIES.	10	+	7	٧	V	
2.0	IN PROXING						_	+	$\vdash$	Н		
2.1	ATLEINE & HEAT THEATNENT	W.P.S.	MAKE	VBCAL TRETTO/PENDERE	PERMICE	AND DOM		1	,		v	
23	VERNITHES.	RT SMSDRT	HUKK	ET MPROPT	POWERS.	ASMERICA VED STATEMENTS	10	1	r	v	¥	-

MANUFACTURENSUS CONTRACTOR	DIGNES  1600000 DOSTRIGO WITH THE SPARE, ME DISSUMBLY REQUISED OF CONTRACTOR IN ON DOCUMENTALITY.  ME ANABELY LIBERT SHE CONTRACTOR IS SHEET, MOM. INSPECTION ADDRESS ME.  RECENTLY PRESIDENT WITH METERS AND Y. SERVICE ON DESCRIPTION ADDRESS.  ALL WITHOUTH DESCRIPTION COLUMN IN SHIPLE TO PER OLD STORMS.	FOR CUSTOMER USE	APPROVIDER	2023
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