

 BHARAT HEAVY ELECTRICALS LIMITED [A Government of India Undertaking] Ramachandrapuram, Hyderabad, 502032, A.P. India Phone 040-23184526, 23182322 FAX:040-23021910, 1954		भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत		RFQ NO : PURCHASE DEPARTMENT ENQUIRY क्रय विभाग जांच ई मेल : tenderbox@bhelhyd.co.in		PURCHASE DEPARTMENT ENQUIRY क्रय विभाग जांच ई मेल : tenderbox@bhelhyd.co.in			
HY17001 C REV.NO.0		Phone 091-40-23184526 091-40-23182322		FAX : 091-40-23021910 091-40-23021954		PURCHASE DEPARTMENT ENQUIRY क्रय विभाग जांच ई मेल : tenderbox@bhelhyd.co.in			
		GSTIN:		Enq/Collective No :D6A2X23189				Enq.Dt. : 11.06.2024	
Office Copy		Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No) and due date subject to our terms and conditions attached ,for the materials mentioned below.Your offer has to reach us on or before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.							
SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drq no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
1	8000123298	10	HE9751659019 8481	NA-,,HE51659,,01	GLOBE VALVE DUPLX.SS 1" CL 800 SW ENDS	EA	30.000	10.11.2024	30.000
2	8000123298	20	HE9751659027 8481	NA-,,HE51659,,02	GLOBE VALVE DUPLX.SS 2" CL 800 SW ENDS	EA	8.000	10.11.2024	8.000
3	8000123286	10	HE9751660017 8481	NA-,,HE51660,,01	GLB VLV 1" FLRF 300# FOR SEA WATER APP	EA	12.000	10.11.2024	12.000
4	8000123189	10	HE9751662010 8481	NA-,,HE51662,,01	SWING CHECK NR VLV (DUP.SS)2" CL150 BW	EA	4.000	10.11.2024	4.000
Special Remarks									
CheckList of Quality Interventions: BHEL reserves the right to enforce any or all of the following checks during execution of the order. There is no additional cost to the vendor on account of these checks.									
						TEST CERTIFICATE REQD: GUARANTEE REQ : SAMPLE REQD : BID TYPE : TWO PART		For and on-behalf of Bharat Heavy Electricals Limited. MOHAMMED RAZIQ KHAN MANAGER	

TD-106-1 Rev-06	Form No.		PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD		No: HE 51659																					
					REV. NO. 00																					
					PAGE 1 OF 4																					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		GLOBE VALVE, DUPLEX STAINLESS STEEL, PRESSURE CLASS 800 1 GENERAL 1.1 SCOPE This standard specifies the requirements of globe valves, hand operated, outside screw and yoke type, forged duplex stainless steel body material, pressure class 800 with screwed and socket welded end connections for size ranges 8 mm to 50 mm 1.2 This standard shall be supplemented by AA0851403 for Technical delivery conditions. 1.3 APPLICATION These valves suitable for fluids like steam, air, oil, water. 2. DESIGNATION e.g.: GLOBE VLV DSS NB25 CL800 SW 3. TECHNICAL REQUIREMENTS <table><tr><th>CL</th><th>REQUIREMENTS</th><th>COMPLIANCE</th></tr><tr><td>3.1</td><td>Pressure temperature ratings</td><td>ISO 15671</td></tr><tr><td>3.2</td><td>Materials</td><td>As specified in Table 1</td></tr><tr><td>3.3</td><td>Construction</td><td>Generally in line with ISO 15671</td></tr><tr><td>3.4 3.4.1 3.4.2</td><td>End connections Screwed Socket welded</td><td>NPT Female parallel threads as per ASME B 1.20.1 ASME B16.11</td></tr><tr><td>3.5</td><td>End to end dimensions</td><td>As specified in Table 2</td></tr><tr><td>3.6 3.6.1 3.6.2 3.6.3 3.6.4</td><td>Hydraulic test pressures Body Seat Back Seat Air leak test</td><td>208 kg/cm² 153 kg/cm² 153 kg/cm² 6 kg/cm²</td></tr></table>				CL	REQUIREMENTS	COMPLIANCE	3.1	Pressure temperature ratings	ISO 15671	3.2	Materials	As specified in Table 1	3.3	Construction	Generally in line with ISO 15671	3.4 3.4.1 3.4.2	End connections Screwed Socket welded	NPT Female parallel threads as per ASME B 1.20.1 ASME B16.11	3.5	End to end dimensions	As specified in Table 2	3.6 3.6.1 3.6.2 3.6.3 3.6.4	Hydraulic test pressures Body Seat Back Seat Air leak test	208 kg/cm ² 153 kg/cm ² 153 kg/cm ² 6 kg/cm ²
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		Ref.Doc	Revision: Refer to record of revision		Prepared: SPJ	Approved: UMESH	Date of 1 st Issue: 18.05.2024																			



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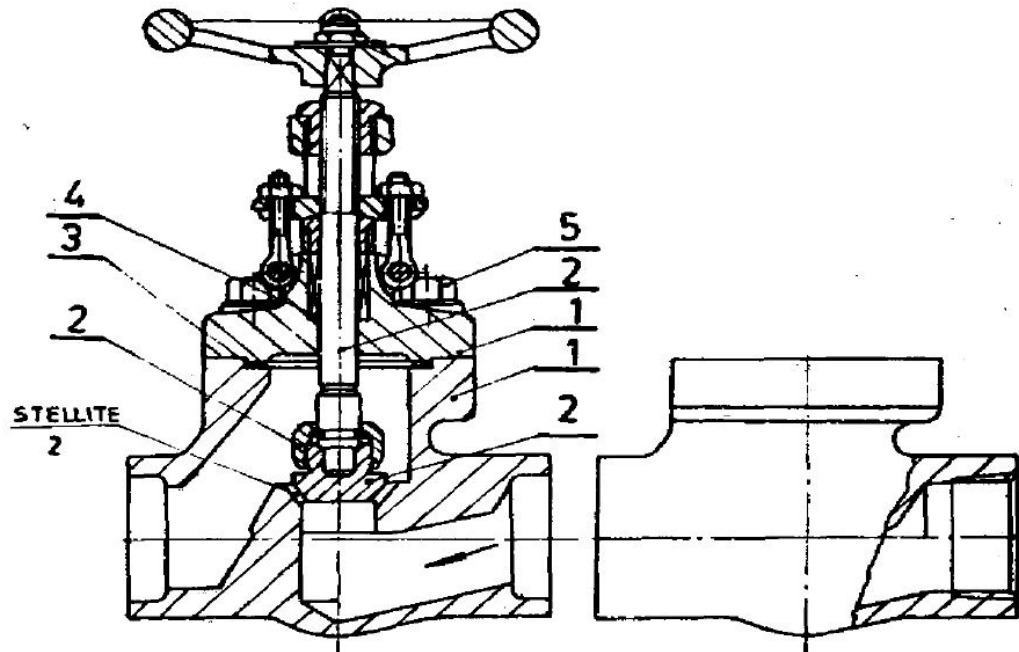


TABLE - 1

SL. NO.	MATERIAL	PART
1	Valve body & yoke	Duplex Stainless Steel (S32205)
2	Trim, (stem , body seat ring, disc seat, disc nut)	Duplex Stainless Steel (S32205)
3	Gasket	NABMSW, Spiral wound Stainless Steel (SS 316) Gasket With Graphite Filler
4	Gland Packing	Graphited non-asbestos with Stainless Steel reinforcement and corrosion inhibitor
5	Bolts , nuts for body & bonnet	ASTM A193 B8M /ASTM A194, Gr. 8M
6	Other Parts	As per relevant standards



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GLOBE VALVE, DUPLEX STAINLESS STEEL, PRESSURE CLASS 800

TABLE – 2

Nominal Size (NB)		End to End Distance L	Weight per piece (Kg) Approx.	End Connections		
M m	Inch			Socket Welded		Screwed
				Socket Dia (min.)	Pipe OD	Size of Screwed end
8	¼	84.1	1.6	14.1	13.7	¼” NPT
10	3/8	84.1	1.6	17.5	17.1	3/8” NPT
15	½	84.1	1.6	21.7	21.3	½ “ NPT
20	¾	90.5	1.8	27.1	26.7	¾ “ NPT
25	1	111.1	3.4	33.8	33.4	1” NPT
40	1 ½	165.1	6.5	48.6	48.3	1 ½ “ NPT
50	2	177.8	11.1	61.11	60.3	2” NPT

SC Screwed SW Socket Welded.

NOTE:

- Specific requirements of the Plants shall be covered by Plant Annexure to this Standard.
- All Dimensions are in mm unless otherwise specified.

4. REFERRED STANDARDS (Latest Publications Including Amendments)

- AA0851403
- ASME B 1.20.1
- ASME B 16.11
- ASTM A 193
- ASTM A 194
- ISO 15761

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GLOBE VALVE, FOR SEA WATER APPLICATIONS, PRESSURE CLASS ASME 300 1. General: This standard specifies requirement of globe valves – hand operated, outside screw and yoke type, body material suitable for sea water application, pressure class ASME 300 with flanged and butt welded end connection. 2. Application: Suitable for applications where working fluid is sea water. 3. Designation: A Globe valve used for sea water applications of NPS 1" with flanged raised face end connection, pressure class 300# shall be designated as Material Description - GLB VLV 1" FLRF 300# FOR SEA WATER APP 4. Technical Requirements: <table border="1"> <thead> <tr> <th>Cl.</th> <th>Requirements</th> <th>Compliance</th> </tr> </thead> <tbody> <tr> <td>4.1</td> <td>Pressure Temperature rating</td> <td>ASME B 16.34</td> </tr> <tr> <td>4.2</td> <td>Materials</td> <td>As specified in Table 1</td> </tr> <tr> <td>4.3</td> <td>Construction</td> <td>Generally in line with BS 1873</td> </tr> <tr> <td>4.4</td> <td>End Connection</td> <td></td> </tr> <tr> <td></td> <td>3.4.1 Flanged</td> <td>ASME B 16.5</td> </tr> <tr> <td></td> <td>3.4.2 Butt welded</td> <td>ASME B 16.25</td> </tr> <tr> <td>4.5</td> <td>Face to Face and End to End dimensions</td> <td>ASME B 16.10</td> </tr> <tr> <td>4.6</td> <td>Inspection and Testing</td> <td>BS 6755 Part 1</td> </tr> <tr> <td>4.7</td> <td>Hydraulic test Pressure</td> <td></td> </tr> <tr> <td></td> <td>4.7.1 Body</td> <td>78 Kg/cm²(g)</td> </tr> <tr> <td></td> <td>4.7.2 Seat</td> <td>63 Kg/cm² (g)</td> </tr> <tr> <td></td> <td>4.7.3 Back Seat</td> <td>63 Kg/cm² (g)</td> </tr> <tr> <td></td> <td>4.7.4 Air Leak Test</td> <td>6 Kg/cm² (g)</td> </tr> </tbody> </table>							Cl.	Requirements	Compliance	4.1	Pressure Temperature rating	ASME B 16.34	4.2	Materials	As specified in Table 1	4.3	Construction	Generally in line with BS 1873	4.4	End Connection			3.4.1 Flanged	ASME B 16.5		3.4.2 Butt welded	ASME B 16.25	4.5	Face to Face and End to End dimensions	ASME B 16.10	4.6	Inspection and Testing	BS 6755 Part 1	4.7	Hydraulic test Pressure			4.7.1 Body	78 Kg/cm ² (g)		4.7.2 Seat	63 Kg/cm ² (g)		4.7.3 Back Seat	63 Kg/cm ² (g)		4.7.4 Air Leak Test	6 Kg/cm ² (g)
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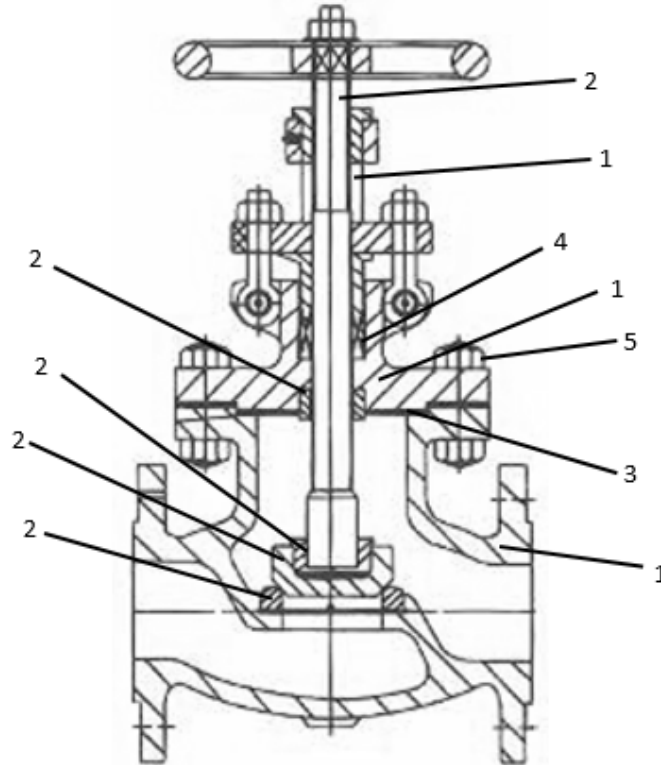


TABLE – 1 (Material of Construction)

Sl. No.	Part		Material
1	Valve body, bonnet / yoke		BS 1400 AB2
2	Internals	Stem, back seat bushing	IS 319 GR II
		Body seat ring, disc, thrust plate, others	BS 1400 AB2
3	Gasket		NABMSW, Spiral wound Stainless Steel (SS 316) Gasket With Graphite Filler
4	Gland packing		Graphited non-asbestos with Stainless Steel reinforcement and corrosion inhibitor
5	Bolts, nuts for body & bonnet		ASTM A193 B8M /ASTM A194, Gr. 8M
6	Other parts		As per relevant standards

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5. Technical Delivery Conditions:

5.1 In addition to the general requirements stipulated in this standard, any special requirements specified on the Enquiry/Purchase Order/Quality Plan shall also be complied with. In case of contradiction, special requirements mentioned on the Enquiry/Purchase Order/Quality Plan shall be final and binding.

5.2 The suppliers shall strictly comply with this standard in all respects. No deviations shall be allowed, unless written permission of BHEL is obtained before finalization of the order.

5.3 Constructional Features:

Provision of constructional features given in Table 2 shall be ensured

Table 2 – Constructional features

Cl. No.	Feature	
5.3.1	Spindle	Outside screw and yoke type with rising spindle
5.3.2	Bonnet/Cover	Bolted to the body for all sizes
5.3.3	Bore	Full bore for ASME rating.
5.3.4	Disc	Globe - Radius/Spherical seating Disc. For NB 65 and above, the disc shall be free to revolve on the spindle Regulating Globe – Taper Plug Type Disc/ Parabolic type disc
5.3.5	Back Seat	Shall be provided for all sizes. For NB65 and above backseat bush shall be provided.
5.3.6	Direction of flow	The direction of flow shall preferably be from bottom to top and the arrow showing the direction shall be cast on the body.
5.3.7	Opening/Closing	The valves shall close by rotating the hand wheel in clockwise direction while looking at the face of the hand wheel.

5.4 Accessories:

The accessories mentioned in Table 3 shall be provided for different types of valves

Table 3 - Accessories

Cl. No.	Requirement	
5.4.1	Position Indicator	Regulating Globe Valve - Shall be provided for all regulating globe valve and gate valves of non-raising spindle type
5.4.2	Impact Wheel	Shall be provided wherever necessary
5.4.3	Ball bearing	Shall be provided wherever necessary for smooth operation
5.4.4	Integral Bypass	Integral bypass shall be provided for NB 250 and above, as per MSS: SP-45. The bypass pipe shall be seamless, schedule 80 minimum and of the same material as that of the valve body
5.4.5	Eye Bolts	Suitable eye bolts shall be provided for heavy valves

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		5.5 Inspection: 5.5.1 The supplier's inspection department shall undertake testing/inspection in presence of BHEL representative. However, witnessing of testing/inspection by BHEL representative may be waived off on case to case basis. 5.5.2 <u>Scope of inspection:</u> The scope of inspection shall be as follows: - As specified in the Enquiry/Purchase Order/Quality plan. - Stamping of all accepted values and issue of inspection reports and certificates. 5.6 Guarantee Certificates: 2 copies of the guarantee certificate shall be submitted before dispatch of valves. All the valves shall be guaranteed for trouble free operation for a period of 12 months from the date of commissioning or 24 months from date of dispatch. Valves found defective due to design deficiency, manufacturing defects, etc., during the guarantee period shall be replaced by the supplier at no extra charge to BHEL. 5.7 Documents: 5.7.1 <u>Along with offer:</u> 4 copies of each of following documents shall be submitted along with quotation – - Drawing/leaflet/catalogue for the offered item indicating complete cross sectional arrangements, standards governing the valves and valve rating, indicating direction of flow by an arrow marked on the body, binding dimensions, bill of material with material specification details, hydraulic/air test pressure for body/seat/back seat, overall height, dismantling clearances, weight and special features, if any, as specified in the main specification of the valves. - Quality plan adopted by the supplier during manufacture and inspection/testing of valves. - List of recommended spares for 3 years trouble free operation of valves. - Any deviations to this standard/individual specification proposed by the supplier. - Regulating characteristics for regulating valves. - Offer submitted without the above mentioned documents shall be considered as incomplete and therefore the offer shall be ignored for the purpose of technical/commercial evaluation. 5.7.2 <u>After placement of order:</u> 4 copies of each of following documents shall be submitted immediately after placement of order – - Certified contract drawings for approval.		

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		ii. Operation and maintenance instructions. iii. Storage instructions. 5.8 <u>Cleaning:</u> Particular care shall be taken to ensure that all foundry sand and loose material is properly removed by fettling/shot blasting. 5.9 <u>Marking on Valves:</u> 5.9.1 <u>Body:</u> The body of the valve shall have the following markings: i. Nominal Size. ii. Pressure rating. iii. Material grade of body. iv. Supplier's trademark. v. Arrow showing direction of flow vi. Inspector's identification mark. 5.9.2 <u>Name Plate:</u> The nameplate shall be fitted below the hand wheel nut covering the following details: i. Manufacturer's Name. ii. Nominal Size. iii. Pressure rating. iv. Material grades of body, bonnet and trim. v. Manufacturer's identification serial No. vi. Year of manufacture. vii. BHEL material code number/tag No. from purchase order. 5.9.3 <u>Hand Wheel:</u> Hand wheel shall have the wording "Open" and "Shut" duly cast along with the arrow to show direction of closing the valve. 5.10 <u>End protection:</u> 5.10.1 <u>Flanged Valves:</u> A circular blanking plate made of thin sheet, with diameter 6mm less than the bolt holes inner PCD, shall be firmly fixed to the flange faces by the application of adhesive , after ensuring that the flange faces have been thoroughly degreased.		

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		A thin coat of adhesive shall be applied to the flange face and the blanking plate and then allowed to dry for 15 to 20 minutes. The coated face of the blanking plate should then be joined to the face of the flange taking care that the plate is concentric with the flange. Firm pressure shall be applied to ensure intimate contact between the plate and flange. A wooden blank should then be bolted to the flange using a minimum of four bolts. 5.10.2 <u>Butt welded valves:</u> Valve ends shall be protected from the external damage and sealed against the ingress of dirt by means of plastic/steel end covers firmly. 5.10.3 Any improved method of end protection can however be considered and the suppliers shall furnish complete details at offer stage. 5.11 <u>Packing:</u> 5.11.1 All the valves shall be packed suitably in closed wooden cases in order to avoid damage during transit and storage at BHEL. Suitable supports shall be provided inside the cases in order to avoid internal movement. In case of imported consignments the packing shall be seaworthy. 5.11.2 Each valve after end protection should be wrapped in polythene sheet before packing in the cases. 5.11.3 Valves of size up to NB 50mm (2") could be packed in one packing case taking care that they do not strike with each other. Enough packing material shall be kept inside the case to avoid damage. 5.11.4 Valves of size above 50mm (2") shall be packed separately in each case. In case, the hand wheel, extension spindle or any other accessory of a valve is removed at the time of packing, the same must be kept in the same case and not separately. 5.11.5 Each packing case must contain 2 copies of the shipping list, giving details of all the contents of the case. 5.11.6 <u>Marking:</u> The following marking shall be done on each packing case minimum on two sides and also at the top – - Complete address of the consignee and destination as per BHEL purchase order. - BHEL Purchase order number. - BHEL Valve Standard number(s). - Number of pieces in each packing case.		

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company		SWING CHECK NON-RETURN VALVE, DUPLEX STAINLESS STEEL, PRESSURE CLASS 150 1.0 GENERAL 1.1 Scope This standard specifies the requirements of swing check non return valve, duplex stainless steel body material, and pressure class ASME 150, with flanged and butt welded end connections for size ranges from 50 NB to 600 NB. 1.2 This standard shall be supplemented by AA0851403 for Technical delivery conditions and Project specific requirements supplied along with the inquiry 1.3 In case of conflict between codes, reference standards, specifications, technical delivery conditions and project specific requirements, the most stringent requirements shall govern. All conflicts shall be brought to the attention of BHEL for clarification and direction prior to manufacturing/supply of valves 1.4 Applications These valves are suitable for fluids like steam, water, oil, air, natural gas, refinery gases, hydrocarbons and other process gases like N2, H2, CO2, Syngas etc. 2.0 DESIGNATION A swing check non-return valve of nominal pipe bore 100 NB (4"), duplex stainless steel body material, class 150 and with butt weld end connections conforming to this specification shall be designated as: SWING CHECK NRV (DUP.SS) 4" CL150 BW			
		Ref.Doc	Revision: Refer to record of revision	Prepared: SPJ	Approved: UMESH

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3.0 TECHNICAL REQUIREMENTS

CL	REQUIREMENTS	COMPLIANCE
3.1	Pressure temperature ratings	ASME B 16.34
3.2	Materials	As specified in Table – 1
3.3	Construction	Generally in line with BS 1868
3.4	End Connections	
3.4.1	Flanged	ASME B 16.5
3.4.2	Butt Welded	ASME B 16.25
3.5	Face to face and end to end distance	ASME B 16.10
3.6	Hydraulic test pressures	
3.6.1	Body	30 kg/cm ²
3.6.2	Seat	22 kg/cm ²
3.6.3	Air Leak Test Low pressure test	6 kg/cm ² As per relevant standard
3.6.4	Additional Testing requirement for H ₂ , N ₂ and other gas services	Test to be done as per mutual agreed procedure
3.7	IBR Certification	Not required, unless specified as per project specific requirement during the inquiry/order



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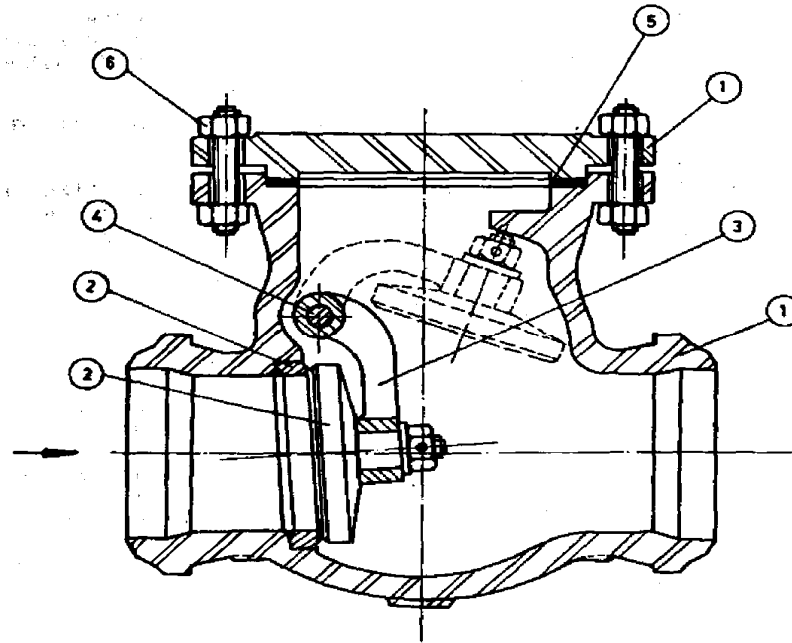


TABLE -1

Sl. No.	PART	MATERIAL
1.	Valve body & cover	Duplex Stainless Steel (S32205)
2.	Disc, Seat, Body seat ring & Flap	Duplex Stainless Steel (S32205)
3.	Arm / Disc hinge	Duplex Stainless Steel (S32205)
4.	Hinge pin	13% Cr SS (No casting)
5.	Gasket	NABMSW, Spiral wound Stainless Steel (SS 316) Gasket With Graphite Filler
6.	Body/Cover bolt & nut	ASTM A193 B8M /ASTM A194, Gr. 8M
7.	Other parts	As per relevant standard

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4.0 DOCUMENTATION

4.1 Along with the offer

One copy of each of the following documents shall be submitted along with the offer:

- G.A. drawings/leaflets/catalogues for the item with binding dimensions, material specification details, weight etc.
- Signed and stamped copy of this specification accepting the scope of supply as indicated in the specification.

4.2 After the PO placement

Four copies each of the following documents shall be submitted for approval
 G.A. Drawings for the offered item with binding dimensions, material specification details, tests to be conducted, weight etc.

Schedule for document submissions:

S.no	Description	Schedule
1	Submission of GA drawing by vendor	7 days from the date of P.O.
2	Approval GA drawing by BHEL	14 days from drawing submission *

* The GA drawing submitted by vendor shall be strictly in compliance to all applicable standards and specification. The approval of GA drawing in no way absolves the supplier from meeting this specification requirement

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(Attachment to Enquiry No. _____)			
INSTRUCTIONS TO BIDDER (ITB)			
NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".			
Sl. No.	DETAILED TERMS & CONDITIONS	BIDDER RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods or services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer.		
2	DEFINITIONS		
A	'The Buyer' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.		
B	'The Bidder' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or bidder.		
C	'Contract' shall mean and include the Purchase order incorporating various documents viz., Notice Inviting Tender (NIT), Offer, Letter Of Intent/Acceptance (LOI/LOA), Instruction to Bidders (ITB) and Special Conditions of Contract (SCC), specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any, enclosed by Bidder/ provided by the Buyer or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by Minutes Of Meeting (MOM), NIT, SCC, ITB.		
D	'Parties to the contract' shall mean the bidder and the buyer as named in the main body of the Purchase Order.		
E	'Goods/Material' shall include Works and Services which are incidental or consequential to supply.		
3	GENERAL INSTRUCTIONS:		
A	Mode of submission of offer shall be as indicated in SCC		Non Deviatable
B	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB, SCC should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final. Prices shall be quoted both in figures and words. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status. Any discount / revised offer / bids submitted by a bidder on his own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.		Non Deviatable
C	Incomplete offers are liable for rejection.		Non Deviatable
D	Bidders to please note that the Terms & conditions contained in this document and SCC are to be read fully before submission of quotations.		Non Deviatable
E	Bidders are advised to comply with ITB and SCC, should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable
F	Offers shall be submitted directly, only by the bidder or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e. A valid Agency agreement between principal bidder and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if bidder is not a manufacturer. Bid envelops shall bear the name of Bidder. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from bidder name.		Non Deviatable
G	Offer received after the specified time and date of submission will be rejected. No further correspondence shall be entertained.		Non Deviatable
H	Unsolicited offers will not be considered.		Non Deviatable
4	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		



5	BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:		
A	For Single Part Bids:		
	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, Vendor Complex, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID pricebid_hyd@bhel.in only as an attachment.		Non Deviatable
B.	For two-Part Bids:		
i	The offer is to be submitted in two parts viz., Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <u>except the price</u>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date. Both the above covers (Part –I & II) shall be kept in a Third cover superscribing Enquiry no. & due date. Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		Non Deviatable
ii	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.		
iii	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL , warrant changes in prices.		Non Deviatable
C	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
6	DELIVERY TERMS		
A	Indigenous Purchase		
	a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination. b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works. i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination. ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.		
B.	Imports		
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.		
7	Documentation for Payment		
A	Indigenous Purchase		
	Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site a. Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance) b. Packing List - clearly showing number of packages, gross weight and net weight. c. Test/Warranty/Guarantee certificates, O&M Manual (If specified in SCC) d. Insurance intimation/declaration certificate e. Pre-dispatch Inspection report /Third Party Inspection Certificates. f. Consignee copy of LR signed & stamped by Customer/Site representative for DD Items g. e-waybill h. Any other documents as specified in SCC. Softcopies of the above documents shall be uploaded in Pradan portal https://hpep.bhel.com/mm immediately after dispatch of the material.		Non Deviatable

B	Imports i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery. For Hazardous cargo/DG cargo, supplier must provide the following documents prior to handing over shipment to freight forwarder, wherever freight is in BHEL scope: 1. Valid MSDS 2. DGD certificate with appropriate UN numbers. 3. Labelling and marking on DG cargo along with photo of packaging. 4. Self-declaration for consignment 5. Packaging Certificate as per DG Standards 6. TSA Approved Truckers details to be provided to forwarder at the time of shipment In addition to the above, supplier should ensure to comply all IATA DG regulations, if any new requirement is added in future. ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin & Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (https://hpep.bhel.com/mm) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in. iii) AWB/BL must contain the information of BHEL GST no., and PAN no. iv) Air Shipments: Bidder shall ensure the following a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC). b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier. c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations. d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment. e) Following dimensions of single package may be noted. - i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63" - ii). Maximum weight of the cargo -- 3.5 MT. If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder. - f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support. v) Sea Shipments:- bidder shall ensure the following - a). Port of discharge -- Nhavaseva/Mumbai/Chennai. - b). Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS. - c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt. - d). If the material cannot be containerized in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder. - e). For CIP shipments 1. In case of FCL shipments, Detention free period must be 14 days. 2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment. 3. No charges for the services rendered till place of destination will be payable by BHEL. In case liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account. 4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill. 5. bidder must insure the cargo for 110% of material value including the freight amount. (vi). Recovery charges for non-submission of documents: - Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector A. For FOB Sea Consignments:- Penalty for late submission / negotiation of documents beyond 14 days shall be as under:		
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A	Indigenous Purchase i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer. ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer. iii) Bidder to quote the applicable taxes in the following manner: - Harmonized System of Nomenclature (HSN) of Goods - Services Accounting Code(SAC) of Services. - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services. v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated. vi) Any other taxes & duties not covered anywhere above may be indicated separately. Taxes deducted at source: - TDS as per the extant statutes shall be deducted. - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. - Concessional certificates, if any, should be provided well in time for lower deduction of tax.		Non Deviatable
	Terms & Conditions to be complied 1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. 2. Reimbursement of GST amount will be made only upon completion of the following: i. Bidder declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal. 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices. 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest. 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL. 6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal. 7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities. 8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled. 9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 - Central Tax dated 01-08-2022 shall be provided on the invoice. 10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach. 11. No GST shall be levied on liquidated damages / penalty.		
B.	Foreign Purchase (Imports)		



	The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price. Taxes deducted at source: a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered. b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviatable
12	Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.		
A	Indigenous: a. Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days b. Medium Enterprises - 100% Direct EFT payment within 60 days c. Non MSME Bidders - 100% direct EFT Payment within 90 Days Note A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material. B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less. D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. E. In case of packaged items, 10% of supply value will be retained till completion of total supplies. F. Bidders to comply with clause 11 on GST requirements G. MSE benefits are not applicable to Traders/Wholesalers registered as MSEs		
B	Imports: i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 60 days - Cash Against Documents (CAD) ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50% iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate, as on the date of payment after successful completion of the contract.		
C	Conditions for LC: a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account. b. LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 15 bank working days from the date of request.		Non Deviatable
D	Conditions for both Indigenous & Foreign Bidders: a. In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable. b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim. c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.		Non Deviatable
E	Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG). Tender Fee wherever applicable is not refundable. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.		Non Deviatable

13	Penalty clause: In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC). b. Penalty applicable for delay in documentation is as per SCC. c. Date Reckoned for Penalty - Indigenous Orders with delivery terms FOR HPEP: C Note date. - Indigenous Orders (Others): Date of e-waybill. - Imports: For CIP/CIF Orders: IGM date - Imports: For FOB Orders: AWB / BL date - Imports: For FCA/Ex Work Orders: Date of acknowledgement from Freight Forwarder. d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder. e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery. Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered. Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.		
14	Excess materials supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.		Non Deviatable
15	Rejected materials , if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.		Non Deviatable
16	Guarantee / Warranty Period: Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. a. Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. b. In case erection & commissioning is involved, guarantee period shall be 12 months from the date of commissioning. c. In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment. The guarantee period shall be extended by the period during which the goods are not in compliance. If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or re-execute at the bidder's expense. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Loading for deviation: In case warranty specified in SCC is over and above the period mentioned in b & c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.		Non Deviatable
17	PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC) In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII. Further detailing on PBG as specified in SCC. The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.		Non Deviatable
NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.18. The Bidders may specifically note the following.			
18	Evaluation and Loading Criteria:		

	i) Evaluation Currency for this tender shall be "INR". ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC. iii) Evaluation shall be on the basis of delivered cost, i.e. "Total Cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding. INDIGENOUS a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL. b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value. c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at "Total Cost to BHEL" IMPORTS For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at "Total Cost to BHEL": - Import duty as applicable on the date of Part-I bid opening. - Loading will be as per the table below <table><tr><th></th><th>Ex Works</th><th>FOB/FC A</th><th>CIF/CFR</th><th>CIP</th></tr><tr><td>Foreign Inland freight and insurance</td><td>2%</td><td></td><td></td><td></td></tr><tr><td>Marine freight and marine insurance</td><td>3%</td><td>3%</td><td></td><td></td></tr><tr><td>Destination Port handling charges</td><td>0.50%</td><td>0.50%</td><td>0.50%</td><td></td></tr><tr><td>clearing charges & inland freight and insurance</td><td>2%</td><td>2%</td><td>2%</td><td>2%</td></tr></table> COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation. B. Loading for payment terms as per clause 12 of ITB C. Loading for deviation in Warranty & PBG as per clause 16,17.		Ex Works	FOB/FC A	CIF/CFR	CIP	Foreign Inland freight and insurance	2%				Marine freight and marine insurance	3%	3%			Destination Port handling charges	0.50%	0.50%	0.50%		clearing charges & inland freight and insurance	2%	2%	2%	2%
	Ex Works	FOB/FC A	CIF/CFR	CIP																						
Foreign Inland freight and insurance	2%																									
Marine freight and marine insurance	3%	3%																								
Destination Port handling charges	0.50%	0.50%	0.50%																							
clearing charges & inland freight and insurance	2%	2%	2%	2%																						
19	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.																									
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.																									
21	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.																									
22	Public Procurement																									
A	Make in India For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditor's certification is given in Annexure III.																									
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. GOI website https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.																									
C	Startups: For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.																									
23	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase																									
A	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.																									

B	In tender, MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the relevant documents.
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
24	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.
26	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.
27	Risk Purchase clause: In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD). Risk and Cost Calculation is enclosed at Annexure-C.
28	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
29	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
30	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
31	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com
32	Ordering and confirmation of order
	The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O. Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
33	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
34	Progress Report
	The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal (https://hpep.bhel.com/mm/). Non updation will adversely affect service rating of bidder performance.
35	Non-disclosure Obligations

	Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.
36	Inspection and Testing
A	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
B	Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract. For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure – I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.
37	Quality and Condition of the Deliverables
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
38	Packaging and Dispatch
	The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect or tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied. Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight & net weight, dimensions (Lx B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
39	Contract variations; Increase or decrease in the scope of supply
	Buyer may vary the contracted scope during execution due to exigencies of project requirement. If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the bidder without any price implication. In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.
40	Rejected/Short shipments/ warranty/guarantee replacements
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.
41	Export Administration Regulations
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.
42	Force Majeure

	The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
43	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
44	Settlement of Disputes
	Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration The bidder shall continue to perform the contract, pending settlement of disputes(s).
45	Conciliation clause
	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB
46	ARBITRATION (WITH SOLE ARBITRATOR)
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, 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 to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP . The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or 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 Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator. Subject to the arbitration in terms of clause 46, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018
47	Applicable Laws and jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy, courts, Telangana, India.
48	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/.
49	Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines .
50	Conflict of Interest:
	"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:



- a) they have controlling partner (s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or
f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal; or
g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Note: Purchase officer has to fill Annexure-I while sending enquiry

Annexure-C

STANDARD OPERATING PROCEDURE (SOP) FOR IMPLEMENTATION OF RISK & COST OPTION ON NON-PERFORMING and/ or DEFAULTING CONTRACTORS/ SUPPLIERS

Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H / 100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

Annexure-I			
Major Activity Timelines shall be considered			
S.No.	Activity	Agency	Timeline
1	PO Acknowledgement	Vendor	<u>7 Days</u> from PO Date
2	Raising of Inspection Call with BHEL TPIA	Vendor	<u>7 Days</u> prior to Inspection date
3	Raising of Inspection Call with End Customer	Vendor	<u>10 Days</u> prior to Inspection date
4	Readiness of material for dispatch (for indigenous)	Vendor	<u>15 Days</u> prior to PO Delivery Date
5	Despatch Instructions	BHEL	<u>3 Days</u> from the date of receipt of Final Inspection report (BHEL TPIA and End Customer).
6	Receipt of material	Vendor	<u>10 Days</u> from Dispatch Instructions.

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

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 "BHEL House", Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as "BHEL" or "the company").

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after 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 Suppliers.
- 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 Contract 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 right 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 Improvements

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 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other 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 in portions on different dates, 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 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 forgoing 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 9 (f) hereinabove, the Company shall have a right to withhold, recovery 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:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, 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 to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or 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 Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Note:

- 1) The Stamp duty for Agreement is Rs. 200/- in Telangana State. However, the stamp duty at the place of execution/receiving whichever is higher should be paid.
- 2) Instrument executed outside India can be stamped within three months after it is first received in India.

Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp

Annexure V

(On Company Letter Head)

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... son/daughter of Mr in the capacity of.....
(Designation) do provide the following information, relevant to the previous year **2021-22** in case of for the purposes of sub-section (5) of section 90/section 90A:-

Sl.No.	Nature of information	Details
(i)	Status (individual; company, firm etc.) of the assessee	Company
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	

(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2022-23</u>
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of..... (name of country or specified territory outside India)

Signature:.....

Name:.....

Address:.....

Email ID:.....

Contact Number.....

Permanent Account Number:.....

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the..... day of.....

In case the M/s Bharat Heavy Electricals Limited, HPEP, Ramachandrapuram, Hyderabad is declared as an assessee in default due to any misstatement or incorrect declaration, we indemnify M/s Bharat Heavy Electricals Limited from any ensuing consequences thereunder.

Signature of the person providing the information

Place:.....

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date

To

Bharat Heavy Electricals Limited
Ramachandrapuram, Hyderabad
India - 502032

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY **2021-22**

This is to certify that (Name of the supplier) is a company incorporated in(country) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and(country) DTAA.

We hereby certify that we will notify BHEL in case of any change in the status as certified above.

For

Authorised Signatory

(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident or habitually concludes contracts or habitually plays the principal role leading to conclusion of contracts by that non-resident and the contracts are—
 - (i) in the name of the non-resident; or
 - (ii) for the transfer of the ownership of, or for the granting of the right to use, property owned by that non-resident or that non-resident has the right to use; or
 - (iii) for the provision of services by the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business :

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status

For the removal of doubts, it is hereby clarified with explanation-2A, that the significant economic presence of a non-resident in India shall constitute "business connection" in India and "significant economic presence" for this purpose, shall mean—

- (a) transaction in respect of any goods, services or property carried out by a non-resident in India including provision of download of data or software in India, if the aggregate of payments arising from such transaction or transactions during the previous year exceeds such amount as may be prescribed; or
- (b) systematic and continuous soliciting of business activities or engaging in interaction with such number of users as may be prescribed, in India through digital means:

Provided that the transactions or activities shall constitute significant economic presence in India, whether or not,—

- (i) the agreement for such transactions or activities is entered in India; or
- (ii) the non-resident has a residence or place of business in India; or
- (iii) the non-resident renders services in India:

Thresholds for the purposes of significant economic presence.

11UD. (1) For the purposes of clause (a) of Explanation 2A to clause (i) of sub-section (1) of section 9, the amount of aggregate of payments arising from transaction or transactions in respect of any goods, services or property carried out by a non-resident with any person in India, including provision of download of data or software in India during the previous year, shall be two crore rupees;

(2) For the purposes of clause (b) of Explanation 2A to clause (i) of sub-section (1) of section 9, the number of users with whom systematic and continuous business activities are solicited or who are engaged in interaction shall be three lakhs.

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Annexure-B

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)



Bharat Heavy Electricals Limited
 Ramachandrapuram: Hyderabad – 502032
 Purchase Department
 Product Division: Heat Exchangers & Fabrication
 Ph. No. 040 2318 3530/2103

Following major activity timelines shall be considered for Indigenous/Foreign purchases				
S.NO	Activity	Agency	Timeline	Cumulative Weeks from the date of PO
1	PO acknowledgement	Vendor	7 days from PO	01w
2a	Submission of Drawings and QP (R00)	Vendor	7 days from PO	02 w
2b	Approval/Review of Drawings and QP	BHEL/Customer	14 days from the date of submission	4 w
2c	Submission of Drawings and QP (R01)	Vendor	03 days from the date of receipt of comment	*
2d	Approval/Review of Drawings and QP	BHEL/Customer	03 days from the date of resubmission	*
3	Manufacturing & completion of job	Vendor	14 week from the date of approval of Document or Manufacturing clearance.	15 w
4	Inspection completion	Self/BHEL/Third party inspection agency	03 days from inspection call date	15 w & 3 days
5	Dispatch Instructions	BHEL	03 days from inspection report	15 w & 3 days
6	Receipt of Material	Vendor	04 days from Dispatch instructions	16 w
Total: 16 weeks.				

* In case of Drawings and QP approval continued beyond Revision-01 by end customer, vendor need to revise & submit the documents within 03 days. Delay more than 03days will be in seller's account.

Bidder's Sign and Stamp

SPECIAL CONTRACT CONDITIONS

SL.NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT					VENDOR 'S CONFIRMATION
I	TECHNICAL TERMS							
1		Description, Size and Quantity	Item No.	Material Code	Description	Spec No.	Quantity (EA)	
			1	HE9751662010	SWING CHECK NR VLV (DUP.SS)2" CL150 BW	HE51662 REV 00	4	
			2	HE9751659019	GLOBE VALVE DUPLX.SS 1" CL 800 SW ENDS	HE51659 REV 00	30	
			3	HE9751659027	GLOBE VALVE DUPLX.SS 2" CL 800 SW ENDS	HE51659 REV 00	8	
			4	HE9751660017	GLB VLV 1" FLRF 300# FOR SEA WATER APP	HE51660 REV 00	12	
3		SPECIFICATION and INSPECTION	For Material Code: <u>1. HE9751662010 :</u> a) PRODUCT STANDARD HE51662 REV 00 TO BE FOLLOWED. b) 100% INSPECTION AND CERTIFICATION BY M/S BHEL APPROVED TPIA FOR INDIAN SUPPLIERS. FOREIGN SUPPLIERS CAN APPOINT ANY ONE OF THE BHEL APPROVED TPIA NAMELY M/s DNV, M/s LLOYDS, M/s BV , M/s TUV. c) PACKING SHALL BE SEAWORTHY IF IMPORTED. d) IBR : NOT APPLICABLE. <u>2. HE9751659019 and HE9751659027 :</u> a) PRODUCT STANDARD HE51659 REV 00 TO BE FOLLOWED. b) 100% INSPECTION AND CERTIFICATION BY M/S BHEL APPROVED TPIA FOR INDIAN SUPPLIERS. FOREIGN SUPPLIERS CAN APPOINT ANY ONE OF THE BHEL APPROVED TPIA NAMELY M/s DNV, M/s LLOYDS, M/s BV , M/s TUV. c) PACKING SHALL BE SEAWORTHY IF IMPORTED. d) IBR : NOT APPLICABLE. <u>3. HE9751660017 :</u> a) PRODUCT STANDARD HE51660 REV 00 TO BE FOLLOWED. b) 100% INSPECTION AND CERTIFICATION BY M/S BHEL APPROVED TPIA FOR INDIAN SUPPLIERS. FOREIGN SUPPLIERS CAN APPOINT ANY ONE OF THE BHEL APPROVED TPIA NAMELY M/s DNV, M/s LLOYDS, M/s BV , M/s TUV. c) PACKING SHALL BE SEAWORTHY IF IMPORTED. d) IBR : NOT APPLICABLE.					

SPECIAL CONTRACT CONDITIONS

SL.NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
4		PQC	For Material Code: 1. HE9751662010 : HE-HEC-PQC-DPLXSWCHKVLVS REV.00 Dt:25.05.2024 2. HE9751659019 and HE9751659027 : HE-HEC-PQC-DPLXSSVALVES REV.00 Dt:22.05.2024 3. HE9751660017 : HE-HEC-PQC-AB2VALVES REV.00 Dt:22.05.2024	
5		Quality Plan	QP. NO: HYQA/VSQP/2022-2023/HEF/223 Rev.02 shall be followed for all items.	
6		Packing & Marking	As specified in Sl. No. 3 of this SCC.	
7	36	Inspection & Certification	Note: a)100% Inspection & Certification by M/S BHEL approved TPIA as per approved QAP for indian vendor. b) Indian vendors are advised to raise Inspection Call in CQIR system for indian supplier (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 7 days prior to the proposed date of inspection. c) Foreign supplier can appoint any one of the BHEL approved TPIA namely M/s DNV, M/s LLOYDS, M/s BV , M/s TUV.	
II COMMERCIAL TERMS				
1	5	Mode of Submission	Vendor shall submit offers as mentioned at clause 5B(i)	
2	6	Indigenous Purchase - Destination	BHEL RC Puram, Hyderabad-Pin :502032	
		Imports Purchase - Destination	Freight & Insurance up to destination is in vendor scope.	
3		Basic Custom Duty	Mumbai Sea Port for Foreign vendors	
			Freight & Insurance up to Mumbai Sea Port is in vendor scope.	
4		Third Party Inspection Charges(Indian)	Merit Duty.	
5	10	Price Validity	"a) BHEL TPI charges by BHEL and (Indian vendor's offer will be loaded by appropriate percentage for evaluation. Currently it is 0.174% towards BHEL TPI inspection). b) For foreign supplier Inspection charges shall be included in the quoted material price. "	
6	12	Tender Cost	90 Days from Part-I bid opening date.	
7		Earnst Money Deposit	Not Applicable.	

SPECIAL CONTRACT CONDITIONS

SL.NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
8	8	Delivery	Within 4 Months from PO date.	
			<u>Note:</u> For any deviation in delivery period for each item and schedule as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.	
9	5	Type of bid	Offer shall be submitted in 2-Part bid ;	
10		Techno-Commercial Bid	<u>Techno-Commercial Bid shall essentially consist of:</u> (i) Duly filled in signed and stamped Special Contract Conditions (SCC). (ii) Duly filled in signed and stamped Instructions to Bidder (ITB) along with applicable Annexures mentioned therein (Annexure-I,II,III,IV). (iii) Udyam Registration Certificate for MSE vendors (iv) Documents/declarations in compliance with Annexure-A,B (if applicable) (v) Integrity Pact <u>Note:</u> Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.	
11		Price Bid	Vendor shall quote on EA (each) basis .	
12	18	Evaluation Basis	Offers shall be evaluated on overall basis i.e. considering all the items together.	
13	9	Price Variation Clause	Not Applicable.	
14	Others	Quantity Split	Not Applicable.	
15		Purchase Preference to MSE/MII Vendors	Purchase Preference shall be in line with Order No. F.1/4/2021-PPD Dated 18.05.2023 issued by Ministry of Finance.	
16	Others	Contract Execution Bank Guarantee	Not Applicable.	
17	17	Performance Bank Guarantee	Not Applicable.	

SPECIAL CONTRACT CONDITIONS

SL.NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
18	7	Additional Documentation for Payment	1. MTC, CQIR along with Internal TCs and Customer inspection report as per approved QAP. 2. Guarantee Certificate	
19	13	Maximum Penalty Applicable on	Delayed Portion Value.	
20	Others	Contract Specific Penalty Clause (Indigenous Purchase)	C-Note Date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.	
21	16	Guarantee	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
22		Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
			RA representative details like Name, e-mail, Phone No. etc.	
23		Terms & Conditions	Vendor is requested to furnish all details of the offer in this format. In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.	

SPECIAL CONTRACT CONDITIONS

SL.NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
24	Others	Financial / Commercial PQC	Applicable "a. The Average Annual Financial turnover during last 03 (three) years, ending of the previous financial year, should be at least INR 5,00,000/- (In Words, Indian Rupees Five Lakhs Only) and positive net worth as per latest balance sheet. The bidder has to submit financial accounts comprising of Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue, certified by Chartered Accountant for the last three years as on tender due date to review the above criteria. b. In case of final audited balance sheet / Profit & Loss, statement for the last year is not available, provisional statement for the same duly certified by Chartered Accountant must be submitted. c. In case audited financial statements have not been submitted for any of three years as indicated above, then the applicable audited statements submitted by bidders against the requisite three years will be averaged for three years i.e total divided by three. d. Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, only revenue from operations shall be considered.	

PRE-QUALIFICATION CRITERIA		Document no: HE-HEC-PQC-AB2VALVES REV.00 Dt:22.05.2024		
DUPLEX SS VALVES				
S.No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
	Offer from either Original Manufacturer or Dealer (who is having valid authorization certificate from Original Manufacturer)			
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with the offer.			
2	Name, address, e-mail id, contact no.etc. of manufacturing unit.			
3	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	(a) The supplier should have the proven experience in supply of Globe or Gate Vlaves for sea water application.			
i)	Material of construction : BS 1400 AB2 (or AB1 or AB3) or equivalent material for sea water application			
	The above criteria must be combinedly met by the vendor against a single supply reference.			
	(b) The supplier meeting all the above criteria as 3 (a) shall furnish details of such supplies. (i) Purchase order copy in case the vendor is not in the BHEL Product material directory for the mentioned item. (ii) Vendors who are part of BHEL product material directory (excluding those who are in the barred or hold list) are exempted from submitting the previous order execution details. (or) any other document which provides the above details. All the documents shall be furnished only in English. Documents furnished in other language will not be considered for further evaluation.			
	(c) BHEL reserves the right to cross verify with the above such customers including overseas customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory, the offer will be technically rejected.			
4	Offers without the requirement as above 3(a) & 3(b) shall not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
5	Material shall be sourced from reputed sources. Name of the sources from whom the Materials are sourced may be furnished for reference.			
6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding on vendor.			
7	BHEL team may carry out vendor evaluation/assessment(in case of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			

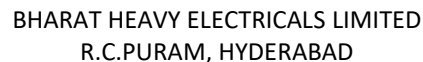
8	Vendors to submit their bid in 2- part system i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-Commercial Bid and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			
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PRE-QUALIFICATION CRITERIA		Document no: HE-HEC-PQC-DPLXSSVALVES REV.00 Dt:22.05.2024		
DUPLEX SS VALVES				
S.No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
	Offer from either Original Manufacturer or Dealer (who is having valid authorization certificate from Original Manufacturer)			
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with the offer.			
2	Name, address, e-mail id, contact no.etc. of manufacturing unit.			
3	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	(a) The supplier should have the proven experience in supply of Globe or Gate Vlaves (Duplex or Austenitic Stainless Steel) for any industrial application			
i)	Material of construction : Duplex Stainless Steel UNS S32205 or Austenitic or Any Austenitic Ferritic Grade.			
	The above criteria must be combinedly met by the vendor against a single supply reference.			
	(b) The supplier meeting all the above criteria as 3 (a) shall furnish details of such supplies. (i) Purchase order copy in case the vendor is not in the BHEL Product material directory for the mentioned item. (ii) Vendors who are part of BHEL product material directory (excluding those who are in the barred or hold list) are exempted from submitting the previous order execution details. (or) any other document which provides the above details. All the documents shall be furnished only in English. Documents furnished in other language will not be considered for further evaluation.			
	(c) BHEL reserves the right to cross verify with the above such customers including overseas customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory, the offer will be technically rejected.			
4	Offers without the requirement as above 3(a) & 3(b) shall not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
5	Material shall be sourced from reputed sources. Name of the sources from whom the Materials are sourced may be furnished for reference.			
6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding on vendor.			
7	BHEL team may carry out vendor evaluation/assessment(in case of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			

8	Vendors to submit their bid in 2- part system i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-Commercial Bid and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			
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PRE-QUALIFICATION CRITERIA		Document no: HE-HEC-PQC-DPLXSWCHKVLVS REV.00 Dt:25.05.2024		
DUPLEX SS SWING CHECK VALVES				
S.No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
	Offer from either Original Manufacturer or Dealer (who is having valid authorization certificate from Original Manufacturer)			
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with the offer.			
2	Name, address, e-mail id, contact no.etc. of manufacturing unit.			
3	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	(a) The supplier should have the proven experience in supply of Swing Check Valves (Duplex or Austenitic Stainless Steel) for any industrial application			
	i)	Material of construction : Duplex Stainless Steel UNS S32205 or Austenitic or Any Austenitic Ferritic Grade.		
	The above criteria must be combinedly met by the vendor against a single supply reference.			
	(b) The supplier meeting all the above criteria as 3 (a) shall furnish details of such supplies. (i) Purchase order copy in case the vendor is not in the BHEL Product material directory for the mentioned item. (ii) Vendors who are part of BHEL product material directory (excluding those who are in the barred or hold list) are exempted from submitting the previous order execution details. (or) any other document which provides the above details. All the documents shall be furnished only in English. Documents furnished in other language will not be considered for further evaluation.			
	(c) BHEL reserves the right to cross verify with the above such customers including overseas customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory, the offer will be technically rejected.			
4	Offers without the requirement as above 3(a) & 3(b) shall not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
5	Material shall be sourced from reputed sources. Name of the sources from whom the Materials are sourced may be furnished for reference.			
6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding on vendor.			
7	BHEL team may carry out vendor evaluation/assessment(in case of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			

8	Vendors to submit their bid in 2- part system i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-Commercial Bid and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			
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ITEM: GATE, GLOBE, REGULATING & NON RETURN VALVES
BHEL TDC : AA0851403 REV 03
PROJECT SPECIFIC SPECIFICATION:AS PER PO
DRG NO. : BHEL APPROVED DRAWING

QP. NO: HYQA/VSQP/2022-23/HEF/223

REV. NO. : 02

DATE: 30.05.2024

PAGE 2 OF 7

REV.00

SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
		PMI	MAJOR	COMPOSITION	100%	COMPOSITION AS PER MAT GRADE	COMPOSITION AS PER MAT GRADE	IR	✓	2		1	FOR AUSTENITIC SS & DUPLEX
		*IGC /**INTERMETALIK	MAJOR	METALLURGY	SAMPLE/CAST	ASTM A 262 / A 923	ASTM A262 Practice E/ no cracks as observed from 20X magnification & Microscopic structure 250X magnification) ASTME A 923 METHOD C	IR	✓	2		1	*IGC FOR AUSTENITIC SS **INTERMETALIK AS PER ASTM A 923 METHOD C FOR DUPLEX
2.3	CASTINGS: (NON-PR. PARTS) BONNET (GATE, GLOBE) WEDGE, COVER, YOKE	CHEMICAL COMPOSITION	MAJOR	CHEM	SAMPLE/MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	
		MECHANICAL PROPERTIES	MAJOR	MECH	SAMPLE/MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	
		PMI	MAJOR	COMPOSITION	100%	COMPOSITION AS PER MAT GRADE	COMPOSITION AS PER MAT GRADE	IR	✓	2		1	FOR AUSTENITIC SS & DUPLEX
		*IGC /**INTERMETALIK	MAJOR	METALLURGY	SAMPLE/CAST	ASTM A 262 / A 923	ASTM A262 Practice B/ 60 mils/year(max) ASTME A 923 METHOD C	IR	✓	2		1	*IGC FOR AUSTENITIC SS **INTERMETALIK AS PER ASTM A 923 METHOD C FOR DUPLEX
2.4	FORGINGS/ BARS (NON-PR.PARTS): DISC, SEAT RING, ARM, COVER, WEDGE, STEM/SPINDLE, ROD OF DISC, FLAP, STEM	CHEMICAL COMPOSITION	MAJOR	CHEM	SAMPLE/MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	
		MECHANICAL PROPERTIES	MAJOR	MECH	SAMPLE/MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	
		PMI	MAJOR	COMPOSITION	100%	COMPOSITION AS PER MAT GRADE	COMPOSITION AS PER MAT GRADE	IR	✓	2		1	FOR AUSTENITIC SS & DUPLEX

LEGEND:

P: - PERFORM, W: - WITNESS, V: - VERIFICATION,
INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS
APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.

* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

Reviewed by:

Ali Behar

ALOK BEHERA
MGR/ QA

Approved by:

T. Smith

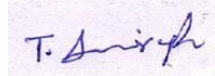
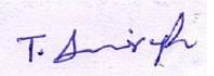
T MUNIRAGHAVULU
AGM/QA

Reviewed by:

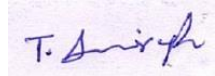
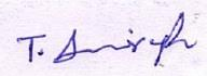
T. Smith

T MUNIRAGHAVULU
AGM/QA

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: HYQA/VSQP/2022-23/HEF/223					
								REV. NO. : 02 DATE: 30.05.2024					
								PAGE 4 OF 7				REV.00	
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
3.5	LPI ON ALL OTHER WELDS	WELD SOUNDNESS	MAJOR	NDE	100%	ASTM E 165	ASTM E 165	IR	✓	2		1	
3.7	LPI /MPI ON TRIM COMPONENT AS APPLICABLE	SURFACE DEFECTS	MAJOR	NDE	100%	ASTM E709	ASTM E709	IR	✓	2		1	
4.0	FINAL ASSEMBLY & TESTING												
4.1	VALVE ASSEMBLY	VISUAL & WORKMANSHIP	MAJOR	VISUAL MESRT	100%	APPROVED DRAWING.	APPROVED DRAWING.	IR	✓	2	1		BHEL TPIA – QUANTUM OF INSPECTION AS PER SAPMLING PLAN ATTACHED
		DIMENSIONS, PROCESS CONNECTION, TAG VERIFICATION											
4.2	FUNCTIONAL TEST	MANUAL OPERATION OF VALVES	MAJOR	OPEN/CLOSE	100%	MFR STD	SMOOTH OPERATION	IR	✓	2	1		
4.3	HYDRAULIC TEST 1.BODY & BONNET 2.SEAT 3.BACK SEAT PNEUMATIC TEST 1.SEAT	LAKAGE	MAJOR	VISUAL, MESRT	100%	API 598/ASME B 16.34.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2	1		

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.		Reviewed by:  ALOK BEHERA MGR/ QA	Approved by:  T MUNIRAGHAVULU AGM/QA	Reviewed by:  T MUNIRAGHAVULU AGM/QA
Format no. : HYQA/QP/VSQP Rev.02				

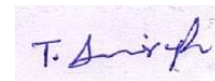
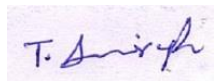
		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: HYQA/VSQP/2022-23/HEF/223					
				ITEM: GATE, GLOBE, REGULATING & NON RETURN VALVES				REV. NO. : 02					
				BHEL TDC : AA0851403 REV 03 PROJECT SPECIFIC SPECIFICATION:AS PER PO DRG NO. : BHEL APPROVED DRAWING				DATE: 30.05.2024					
								PAGE 5 OF 7				REV.00	
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
4.4	STRIP TEST	VERIFY SOUND NESS OF COMPOPONENTS	MAJOR	VISUAL, MESRT	1%	APPROVED DRAWING.	APPROVED DRAWING.	IR	✓	2	1		
4.5	FUGITIVE EMISSION TEST		CRITICAL	LEAK TEST	SAMPLE/ TYPE	API624	API 624	IR	✓	2		1	
4.6	COMPLETENESS W.R.T. DRAWING / BOM AND QAP INCLUDING NAME PLATE VERIFICATION AND APPLICABLE SPARE VISUAL INSPECTION & TC/COC REVIEW	VISUAL	MAJOR	VISUAL, T C REVIEW	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2		1	IBR FORMS SHALL BE VERIFIED FOR IBR VALVES
4.7	i) ASME STAMP MARKING ii) ATEX/PED	VISUAL ,REVIEW	MAJOR	VISUAL, T C REVIEW	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2	1		IF APPLICABLE AS PER APPROVED DATASHEET/DRAWING
4.8	SURFACE PREPARATION & PAINTING		MAJOR	VISUAL	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2		1	
5.0	PRESERVATION, MARKING & PACKING												

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.		Reviewed by:  ALOK BEHERA MGR/ QA	Approved by:  T MUNIRAGHAVULU AGM/QA	Reviewed by:  T MUNIRAGHAVULU AGM/QA
Format no. : HYQA/QP/VSQP Rev.02				

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: HYQA/VSQP/2022-23/HEF/223					
				ITEM: GATE, GLOBE, REGULATING & NON RETURN VALVES BHEL TDC : AA0851403 REV 03 PROJECT SPECIFIC SPECIFICATION:AS PER PO DRG NO. : BHEL APPROVED DRAWING				REV. NO. : 02					
								DATE: 30.05.2024					
								PAGE 6 OF 7				REV.00	
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTU M OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	*	AGENCY			REMARKS
										D	P	W	
5.1	MARKING, PRESERVATION & PACKING		MAJOR	VISUAL	100%	AS PER BHEL SPEC./ PO	AS PER BHEL SPEC./ PO	IR	√	2		1	

NOTES:

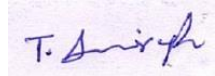
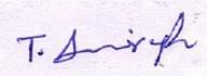
- THIS QP SHOULD BE READ ALONG WITH BHEL SPEC, APPROVED DRAWINGS, DATA SHEET, BOM AND PO.
 - LATEST REVISIONS OF SPECIFICATION / DRAWINGS AS PER P.O., APPROVED DRAWINGS & BILL OF MATERIALS ARE APPLICABLE.
 - ANY OTHER TESTS/ CHECKS INDICATED IN SPECIFICATION, P.O., OR DRAWING & ANY ADDITIONAL CHECKS ENVISAGED BY BHEL/TPI TO ENSURE WORKMANSHIP, FINISH, AESTHETICS, ETC. SHALL ALSO BE CONDUCTED AND WITNESSED/VERIFIED BY BHEL /TPI / CUSTOMER AS REQUIRED.
 - ALL TEST CERTIFICATES/ REPORTS REVIEWED AND CERTIFIED BY BHEL/TPI SHALL BE SUBMITTED TO BHEL AS DOCUMENTATION PACKAGE.
 - DRAWING / DATA SHEET SHALL PREVAIL OVER QUALITY PLAN IN CASE OF ANY CONTRADICTION BETWEEN QUALITY PLAN AND DRAWING / DATA SHEET.
 - ANY PROJECT / CUSTOMER SPECIFIC REQUIREMENT, LIKE QP APPROVAL & CUSTOMER/CONSULTANT INSPECTION, WHICH SHALL BE NOTIFIED HAVE TO BE FULFILLED BY THE VENDOR AT THE TIME OF EXECUTION OF ORDER.**
 - THIS QP SHALL NOT BE APPLICABLE TO THE ORDERS FOR WHICH QP APPROVAL & INSPECTION BY CUSTOMER/CONSULTANT IS REQUIRED.**
 - REQUIREMENT OF CARRYING OUT THE TYPE TESTS AND OTHER TESTS SHALL BE AS PER BHEL SPEC/ APPROVED DRAWING
 - THIS SQP IS NOT APPLICABLE FOR VENDORS SUPPLYING THIS ITEM FOR THE FIRST TIME TO BHEL.**
 - THIS SQP IS NOT APPLICABLE FOR NTPC PROJECTS. SEPARATE QAP NEEDS TO BE SUBMITTED BY VENDOR FOR QAP APPROVAL BY NTPC.
- MTC – MILL TEST CERTIFICATE, TC – TEST CERTIFICATE , IR – INSPECTION REPORT, COC – CERTIFICATE OF CONFORMITY , UT – ULTRASONIC TEST, MPI – MAGNETIC PARTICLE INSPECTION, DPT – DYE PENETRANT TEST.

LEGEND: P: - PERFORM, W: - WITNESS , V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.		Reviewed by:  ALOK BEHERA MGR/ QA	Approved by:  T MUNIRAGHAVULU AGM/QA	Reviewed by:  T MUNIRAGHAVULU AGM/QA
Format no. : HYQA/QP/VSQP Rev.02				

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: HYQA/VSQP/2022-23/HEF/223					
				ITEM: GATE, GLOBE, REGULATING & NON RETURN VALVES BHEL TDC : AA0851403 REV 03 PROJECT SPECIFIC SPECIFICATION:AS PER PO DRG NO. : BHEL APPROVED DRAWING				REV. NO. : 02					
								DATE: 30.05.2024					
								PAGE 7 OF 7		REV.00			
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY P W V			REMARKS

Annexure – I
Sampling Plan for Inspection

SI NO.	Lot Size (Numbers)	Sample Size	Acceptance Number (Maximum number of permissible defectives)
1.	2 - 8	Sample size = Lot Size	0
2.	9 - 15	Sample size = Lot Size	0
3.	16 - 25	8	0
4.	26 - 50	13	0
5.	51 - 90	20	0
6.	91 - 150	32	0
7.	151 - 280	50	0
8.	281 - 500	80	0
9.	501 - 1200	125	0
10.	1201 - 3200	200	0
<u>Visual Inspection: 100%</u> .			

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	Reviewed by:	Approved by:	Reviewed by:
	 ALOK BEHERA MGR/ QA	 T MUNIRAGHAVULU AGM/QA	 T MUNIRAGHAVULU AGM/QA
Format no. : HYQA/QP/VSQP Rev.02			