Office Copy

DUEDATE

1260574 30/04/23

27-03-2023

M/s OPEN TENDER BHEL HARIDWAR INDIA Vencd 00001 Emailid -

Item Description

Quantity Unit Lot Quantity Lot Date -----

KG 1

1260574 1 W96717001305 BOLTED STEEL STRUCTURE FOR ACC AS PER TDC NO: HXE/SK/2332

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. The items are required for North Karanpura unit-3 project.

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- 2. "Special Conditions of tender Enquiry" and "GISTC" Revision-6
- is to be necessarilly filled and submitted alongwith the offer.
- 3. Kindly ensure the timely submission of your offer (1345 HRS Ist by due date) and note that late offer will not be entertained under any circumtances as per BHEL policy.

4. The offer / bid shall be signed and stamped on each page by authorized representative of the bidder.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect

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MATERIAL CODE QUANTITY UNIT LOTNO SL

LOT DELIVERY QTY SCHEDULE

of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers

for case Value more than 25 Lacs. -----

CHHUTTAN LAL MEENA

MANAGER



FAX: +91 1334 226462 TEL: +91 1334 281753/285834 Enquiry No.: B/4222/2022/2817V/1

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Annexure-B

INSTRUCTIONS TO BIDDERS

SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for supply of Bolded Steel Structure for ACC material to 3x660 MW North Karanpura unit- 3 Project.

1. PROJECT INFORMATION

Project Name	3 x 660 MW North Karanpura project
Consignee Address	GENERAL MANAGER
	NTPC- NORTH KARANPURA,
	SUPER THERMAL POWER PLANT
	POST-TANDWA, DISTT-CHATRA
	JHARKHAND, PIN-825321
	CONSINGNEE GSTIN 20AAACN0255D2ZB

2. Brief Description of the requirements:

SI.	Material Code	Item Description	Delivery		
No.			Delivery	Material	Qty. in Weight
			completion	Requirement	
1.	Material Code: W96717001305	BOLTED STEEL STRUCTURE FOR ACC ITEM AS PER TDC NO. HXE/SK/2332	All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order	30/04/23	1260574 Kg

3. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed at **ANNEXURE-A**. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Bidders, who do meet PQR i.e. do not complete the PQR documentation shall be ignored and no-further correspondence shall be entertained thereafter.

4. SUBMISSION OF OFFER

- **4.1** Only English version of all documents would be valid & binding.
- **4.2** Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Noncompliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.



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Annexure-B

4.3 Name of dealing person of vendor with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

4.4 Tenders are to be submitted in **Two Parts (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1 & Price Bid – Part 2)** and **Part-1 (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1)** will be opened first. The offers are to be submitted on or before the Due Date and time, as per details below:

[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of e-payment (or Notarized copy of required Certificate for exemption of EMD)
- b. Vendors are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents to fulfill the PQR requirement. The Pre-Qualification requirements are as per enclosed **ANNEXURE-A.**
- c. Complete Technical offer with relevant drawings/ documents etc.
- d. "Instructions to Bidders", Special Terms & Conditions (Annexure-1) and "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry) For indigenous supplier" are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer.
- e. Commercial Terms & Conditions.
- f. Replica of price-bid without prices.
- g. Signed & Stamped copy of enclosed BHEL Quality Plan no.- QA/BI/QP/ACC/STEEL STRUCTURE, Rev:00. M/s Steel1 to submit already NTPC approved "QAP no. 4410-001-110-QVM-Q-400" with BHEL QA updation dated 08.12.2021

M/s Namdhari Ludhiana to submit already NTPC approved "QAP no. 4410-001-110-QVM-Q-406" with BHEL QA updation dated 08.12.2021

- h. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- i. Any other documents required to be submitted as per your offer.

[B] PART-II: PRICE-BID

- a. Price bid
- b. Cost of withdrawal of deviation (if any) shall be submitted in this part.
- **4.5** Following shall be super scribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

PART-I BID: 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION

- 2. DUE DATE FOR OPENING
- 3. TECHNO-COMMERCIAL BID WITH PQR.



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PART-II BID: 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION

2. DUE DATE FOR OPENING

3. PRICE BID.

- **4.6** Parts –I Bid & Part- II Bid shall be submitted in separate sealed covers duly super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed as:
 - 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION (As per page 1 of this document)
 - 2. DUE DATE FOR OPENING
 - 3. PART-I BID & PART-II BID
- **4.7** Quotation must be enclosed in sealed cover on which tender enquiry number and the due date must be written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box of HEEP BHEL Haridwar, addressed as follows:

To,
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

4.8 Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED DATE & TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.

The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

- **4.9** PART-I Bid (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- **4.10** Only those vendors would be considered for Price Bid Opening/Reverse Auction who are accepted in all respect i.e. Pre-qualification Requirement, techno-commercial acceptance, "BHEL" etc. and are approved/accepted by end user (NTPC) on or before the date of Price Bid Opening/Reverse Auction. Bidders to note that end User approval (NTPC) is mandatory requirement for considering your offer against North Karanpura project. The offers meeting pre-qualification requirement will be referred to the End User for approval.
- **4.11** All correspondence thereof, shall be addressed to the following persons:

Mr. C L Meena Designation: Manager (PPX-BOI) 4th Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403

Uttarakhand, India Email ID: clmeena@bhel.in Tel: +91 1334 281207 Mr. Manoj Kumar
Designation: SR. Manager (PPX-BOI)
4th Floor, Main Admin. Building
HEEP, BHEL, Hardwar- 249403
Uttarakhand, India

Email ID: manojy@bhel.in Tel: +91 1334 285773



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Annexure-B

- 4.12 Bidders or their authorized representatives shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed. The authorized representative should bring enquiry specific authority letter from their principal for attending the bid opening on that particular day. General authorization letter is not acceptable.
- **4.12** Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room. Any kind of photography / videography by bidders is not allowed in tender room.
- **4.13** Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders /bidder's representative for noting down.
- **4.14** As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such agent is likely to be de-listed (Black listed for business from BHEL).

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 the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

- **4.15** The offer of vendors who are banned/deleted/under hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. (Supplier Registration link).
- **4.16** Please ensure that each page of the offer/bid is signed & stamped by authorized representative of bidder.
- **4.17** Envelope to be not marked with tender Enquiry no. is liable to be ignored and may not be opened.

5. EARNEST MONEY DEPOSIT (EMD)

5.1 Interested bidders must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Туре
EMD	INR 2,00,000/-	Refundable
	(INR Two Lakh)	

5.2 The EMD should be submitted in the form of demand draft / RTGS (as permissible under income tax act). The Drafts shall be drawn in favor of "BHEL Hardwar".. For e-payment, RTGS details are as mentioned below:

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



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Annexure-B

5.3 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

5.4 MSE Suppliers/Central / State — PSUs / Government departments are exempted from submission of the EMD. "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part-1 bid in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price-bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette Officer."

- 5.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract.
- 5.6 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

6. <u>TECHNICAL REQUIREMENT</u>

Please ensure completeness of your offer along with all the relevant documents as per **technical specifications/documents/addendum etc.**

7. PRE BID CLARIFICATION/ PRE BID MEETING

- Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which
 is a part of specification/documents of our tender enquiry. Hence please read all specification / documents
 thoroughly and submit your offer accordingly.
- In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder's request for clarification of techno-commercial scope.
- Deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would not be
 entertained after opening of techno-commercial offers. Further no price impact would be allowed for the
 requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial
 offers.

8. IMPORTANT NOTE

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

9. LIST OF ENCLOSURES



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Annexure-B

Commercial Documents:

- a) Instructions to Bidders
- b) Special Terms & Conditions (Annexure-1) for Indigenous vendors
- c) MSME format
- d) Terms & Conditions of Reverse Auction
- e) GISTC (for Indigenous Bidders)
- f) Make in India Certificate.
- g) List of BHEL consortium Bank

Technical Documents:

a) Pre-Qualification Requirements (Annexure-A)

For and on behalf of BHEL, Hardwar

(Manoj Kumar) Sr. Manager/PPX-BOI

SPECIAL TERMS & CONDITIONS OF TENDER ENQUIRY (for Indigenous vendors)

These Conditions shall be read in conjunction with General Instructions and standard terms & conditions (GISTC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of Special terms & conditions of tender enquiry (Annexure-1) shall prevail over the GISTC and its corrigendum, if any.

SI. No	Terms	Description	Your confirmatio n
1.	Confirmation to General Instructions and standard terms & conditions:	 Please confirm each clause of following documents: - General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC, Version June-2021, Rev 06): Special terms & conditions of tender enquiry (Annexure-1). Techno-commercial terms as confirmed above in Annexure-1 shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in tender documents are acceptable to the bidder and your offer will be processed accordingly. 	
2.	Basis of Quotation:	Confirm that Prices have been quoted on Ex-works Freight pre-paid basis up to North Karanpura Project. The goods must be dispatched through any BHEL approved transporters which are posted at our website https://hwr.bhel.com . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from "BHEL"/ "BHEL Authorized Agency" (confirming receipt of item at delivery address as mentioned above). No demurrage charges would be borne by BHEL.	
		Rates are to be quoted on per kg basis. Weight shall be taken as per final Bill of Material (BOM). The weight in Final BOM / revised BOM at a later stage may vary w.r.t. BOM provided with tender enquiry. If the weight in final BOM decreases, then payment shall be made after deducting the amount for decreased weight according to per KG rates. Please note that above variation shall be taken care on material code wise basis.	
		Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Transit insurance would be arranged by BHEL. Please send your offer keeping this	

		in viev	<i>N</i> .					
				nould be indi	cated separately	y and clearly	in the quotation,	
		else it	will be consider	ed that the of	fer is inclusive of	of same.		
3.	Delivery :		re requested to one of the requested to one of the reach mate	•	t possible delive	ery in number	of weeks/	
			1		Dolivory	Material	Total Weight	
		Lot	Material Code	Item Name	Delivery completion	Requireme nt schedule	Total Weight	
		1	Material Code: W96717001305	BOLTED STEEL STRUCTURE FOR ACC ITEM AS PER TDC NO. HXE/SK/2332	Start of supply in 30 days and completion within 90 days from date of purchase order/Appro val of QP/documen ts.	30/04/23	1260574 Kg	
4.	Technical Requirement	Howe weeks reserv Follow	rial is required as ver, you are requised s/months from the ves the right to re ving technical do rials shall be com	uested to offe he date of Pur eject bids whi ocuments alon	r your best poss chase Order/do ch does not mee g with other rel	sible delivery i ocuments appr et delivery rec evant drawing	n number of oval. BHEL Juirement. gs for required	
	and submission of FCA for	valuak	ole offer accordi	ngly.	·		, ,	
	getting		5K/2332	70717001303,	Acc Structural	item as per a	Scament	
	drawings:	bidde rkrahi clmee	•	ndorsed copy	of attached FCA	A to get soft co	opy of drawing @	
			e ensure that the documents etc.				ng, specification, submission of	
		BHEL,	ny deviation fron Haridwar before	e manufacturi	ng of items.			
		stamp	oed in each page	by authorize	d representativ	e of the bidde		
5.	Customer approval requirement	agains		inpura proje	ct. The offer	rs meeting	dering your offer pre-qualification	
		Price	bid of the of	fer of only	those bidders	who meet	pre-qualification	

		requirement, technical requirement and approved by the End User NTPC will be	
6.	Validity:	considered for requirement against North Karanpura Project. Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL reserves the right to reject any or all quotations, quoting validity less than	
7.	Engineering Documents Approval:	Drawings/Data sheets/documents as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 5 days of purchase order (if required). BHEL will arrange the approval of these drawings/data sheets/documents/QAP within 7 days of their receipt provided those are complete in all respect.	
8.	Quality Requirements	Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm. M/s Steel1 (in case of ordering on them) to follow already NTPC approved QAP as indicated below. QAP No.: 4410-001-110-QVM-Q-400 with BHEL QA updation dated 08.12.2021.	
	•	For new vendors: Vendor to endorse BHEL SQP no. "QA/BI/QP/ACC/STEEL STRUCTURE, Rev:00" (enclosed) and submit along with the offer. Successful vendor's QAP shall be forwarded to NTPC for their review and approval. Vendor to confirm to follow NTPC to be approved QAP in totality in the bid without any price implication on BHEL.	
		Inspection shall be done BHEL nominated inspection agency "INTERTEK" and NTPC as per NTPC approved QAP (updated) or as approved. Please confirm.	
		The charges of INTERTEK or any other agency nominated by Purchaser would be borne by Purchaser. However, coordination with the Purchaser (BHEL)'s nominated agency and NTPC inspector would be the responsibility of the Contractor/Seller. Inspection calls should be raised by Contractor/Seller/sub-vendors on BHEL CQS website (WWW.CQIR.BHEL.IN). At least 15 days' notice period shall be given to the inspection agency for witnessing the inspection.	
9.	Evaluation	Evaluation shall be done based on total landed cost to BHEL up to Project site.	
10.	MDCC (Material dispatch clearance certificate) Clause:	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC.	
		However, vendor to proceed ahead with despatch of material without waiting for PO amendment.	
11.	Splitting	For Material Code W96717001305; BOLTED STEEL STRUCTURE FOR ACC ITEM OF Unit-3 project as per Document TDC NOHXE/SK/2332 (1260574 KG per Set):	
		Splitting is not proposed for above material code and all quantity shall be procured from single source.	

12.	Payment Terms:	Please confirm the following payment terms: -100% payment shall be made after receipt of material at North Karanpura Project Site. Receipted LR from BHEL will be part of negotiation document for claiming payment.	
		For MSEs (covered under MSME act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.	
		Loading for Deviation in Payment terms: In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.	
		Mode of Payment: The payment may be claimed by submitting receipted GR along with bill thru bank or directly to BHEL by submitting receipted GR & billing documents. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.	
13.	Penalty Clause:	Kindly confirm that penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the "lot wise order value" per week of delay or part thereof subject to maximum of 10% of the "lot wise order value" i.e. even if a small portion of Lot is not delivered within time then penalty will be applicable on total lot for that material code. Date of GR shall be treated as delivery date for all purposes .	
		Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.	
14.	Guarantee/ Warranty Clause:	Guarantee shall be taken "24 months from end of last supply". Supply completion date shall be reckoned from the actual date of last supply made by bidder for quantities awarded to bidder.	
		Please note that offers with guarantee period lesser than above mentioned guarantee period may likely result in rejection of the offer.	
		In case of deviation in Guarantee Period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
15.	Deviation: (if any)	Kindly confirm that there is no deviation with respect to BHEL Specifications. However, If there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked "Deviations" (Technical/Commercial). The additional price, if any, for withdrawal of these deviations must be provided.	

16.		Details of applicable taxes & duties are to be mentioned as per clause 11 of	
		General Instructions and Standards Terms & Conditions for bidding against tender	
		enquiry (GISTC, Version June 2021, Rev. 06.)	
		In this regard, following is to be specifically mentioned in the offer:	
	Taxes &		
	duties:	b) Address of Principal place of Business c) Type of Business	
		d) HSN Code, its description & rate of applicable GST for the offered material	
		e) Whether registered under Composite scheme of GST (Y/N).	
		It should be noted that the evaluation of the offers shall be done considering the	
		taxation/benefits as applicable under GST.	
17.		In all cases of dispute, the mater shall be referred for Arbitration by sole	
	A -1-1111	arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at	
	Arbitration	Haridwar. The award of the Arbitrator shall be final and binding on both the	
	Clause	parties. The place of Arbitration shall be Haridwar.	
		<u>JURISDICTION</u> : The courts of Haridwar, India, shall have exclusive jurisdiction.	
18.		Risk Purchase: In case of abnormal delays (beyond the maximum late delivery	
		period as per LD clause) in supplies / defective supplies or non-fulfillment of any	
		other terms and conditions given in Purchase Order, BHEL may cancel the	
		Purchase Order in full or part thereof, and may also make the purchase of such	
		material from elsewhere / alternative source at the risk and cost of the supplier.	
	Risk Purchase	BHEL will take all reasonable steps to get the material from alternate source at	
		optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL	
		reserves the right to reject the offer. In case for compelling reasons BHEL accepts	
		the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will	
		be without prejudice to any other right of BHEL under the contract or under	
		General Law.	
19.	General	Confirm that Approx. Weight & Volume of the packages has been mentioned in	
	Terms:	Techno-Commercial Offer (Part-1).	
		Packing list of items to be submitted for BHEL review after placement of PO and	
		before dispatch.	
		Confirm that prices will remain firm and fixed during the entire validity and	
		execution of the project.	
		Please note no revision in the prices or submission of supplementary price bid will	
		be allowed during the validity of the offer. However if there is any change by	
		BHEL w.r.t. original specification/requirement/scope/terms and conditions, the	
		bidders may be asked by BHEL to submit only the price impact bid for such	
		changes only.	
		Please note that as per BHEL's Policy, we cannot allow Price impact for the	
		requirement / scope of supply, which is a part of specifications of our tender	
		enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
		Right of acceptance: BHEL reserves the right to reject any or all quotations	
		without assigning any reasons thereof. BHEL also reserves the right to increase or	
		decrease the tendered quantities (+-25% of Weight) during the tendering	
		process/execution of order. Vendors should be prepared to accept order for	
		reduced quantity without any extra charges, Vendor should also be prepared for	
		giving discount in case of increase in quantity.	
	•		

	1		
		Please note that in unlikely event of delay in dispatches (for reason attributed to	
		either side) your invoices would be processed after suitable deduction as per PO	
		clause. Any issue/dispute regarding deduction of penalty for LD can be settled	
		later on. This would help in earlier processing of invoice.	
20.	Order	Ink signed order acceptance shall be furnished within 07 days of order. In case,	
	Acceptance :	order acceptance do not received within 07 days of order, PO deemed to be	
	/teceptance:	accepted.	
21	Davaga		
21.	Reverse	Please confirm your participation in Reverse Auction as per guidelines as available	
	Auction	on BHEL portal for this tender.	
		"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on	
		www.bhel.com) for this tender." RA shall be conducted among all the techno-	
		commercially qualified bidders. Price bids of all techno-commercially qualified	
		bidders shall be opened and same shall be considered as initial bids of bidders in	
		RA. In case any bidder does not participate in online Reverse Auction, their sealed	
		envelope price bid along with applicable loading, if any, shall be considered for	
		ranking. "	
		The detailed guidelines and process of RA are available on our website linked as -	
		http://www.bhel.com/index.php/vender	
22.	Shortage	Any shortage found during verification is to be replenished free of charge by	
22.	Shortage	, , , , , , , , , , , , , , , , , , , ,	
		supplier on North Karanpura site within 30 days from the date of Item	
		verification.	
23.	Special Term	Techno-commercial terms as confirmed above in Annexure-1 shall supersede the	
		similar terms mentioned in offer documents. Kindly confirm the same.	
24	Mandatory	For the procurement the local content to categorize a supplier as a class1 local	
	Procurement	supplier/class II local supplier/non local supplier & purchase preference to class I	
	(Make In	local supplier, is a defined in public procurement (preference to make in India),	
	India)	order 2017 dated 4.6.20 issued by DPIIT. In case of subsequent order issued by	
	,	the nodal ministry, changing the definition of local content for the item of the	
		NIT, the same shall be applicable even if issued after issue of this NIT, but before	
		open of Part-ii bids against this NIT. Please confirm.	
		Bidders to take note that this is not a Global Tender. As per extant Make In India	
		·	
		Order no. P-45021/2/2017-PP (BE-II) Dt: 04.06.2020, following may please be	
		considered:	
		'Class-I local supplier' means a supplier or service provider, whose goods, services	
		or works offered for procurement, has local content equal to or more than 50%,	
		as defined under this under.	
		'Class-II local supplier' means a supplier or service provider, whose goods,	
		services or works offered for procurement, has local content more than 20% but	
		less than 50%, as defined under this under.	
		Non-Local supplier' means a supplier or service provider, whose goods, services	
		or works offered for procurement, has local content less than or equal to 20%, as	
		defined under this under.	
		Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-Local suppliers'	
		for this procurement shall be in accordance/ compliance, as defined under this	
		order.	
		Participant bidders to submit signed & stamped copy of Make in India	
		deceleration certificate along with offer (refer enclosed).	
25	Right of	BHEL reserves the right to reject any or all the quotations without assigning any	
	Acceptance:	reasons thereof. BHEL also reserves the right to Increase or decrease the	
	·]	

26. Action against Bidders / vendor / supplier / contractor in case of default	tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity. In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"
27 Integrity Pact	a. IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. As of now, following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHEL: S.NO. IEM



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

 a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No	
Dated:	
Due on:	
To,	

THE HEAD OF MATERIALS MANAGEMENT, Heavy Electrical Equipment Plant, Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA.

b) TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) 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, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.

- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through http://www.bhel.com/index.php/vender.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

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If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

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9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) <u>DELIVERY IN CASE OF REJECTION</u>: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- g) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Godown" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.
- h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of nondiscrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.
- e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.
- h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

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i) The loading criteria for the different payment terms shall be as under;

Payr	ment Terms	Days of Loading
	& Acceptance of	No Loading
material withi	n 75 days of supply.	
Against Deliv	ery at BHEL-Stores	45
Haridwar.		
Against docur	ments through bank	45
(CAD):		
Letter of Cred	it (LC)	120
	No Loading if usance	period is > 120 Days.
	Loading of days' diffe	erence i.e. difference
Usance LC	between 120 days an	d usance period if the
	usance period is < 75	days.
Advance	Delivery Period + 1	L20 Days - Advance
	Payment Days.	

11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is <u>"05AAACB4146P1ZL"</u> with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

- BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE: Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for

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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

I) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. <u>GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS</u> / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

b) <u>RETURN OF REJECTED MATERIAL FOR REPLACEMENT:</u> The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its 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.

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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.

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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- **a)** Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- **c)** Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, 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. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21.SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. <u>CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES</u> (MSE'S) BENEFITS.

a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate

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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through eprocurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer." UAM need not required to be notarized or attested.

- b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -
- 1. Udyog Adhar Memorandum (UAM).
- 2. Valid National Small Industries Commission (NSIC) Certificate.
- 3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- 4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- 5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
- MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- 7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 25% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

- 8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
- 9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
- 10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
- 11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
- 12. While distributing the 25% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
- 13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
- 14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
- 15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

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- 16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.
- 17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website https://hwr.bhel.com. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site https://hwr.bhel.com
- d) Copy of this Tender Enquiry is being sent through the post.
- e) 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.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.
 - 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.

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E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

- within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.
- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for MSE bidders under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19:-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) —
- b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,

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then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at https://doe.gov.in/procurement-policy-divisions). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at https://www.mea.gov.in/) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.mea.gov.in/)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the biding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
- 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- 2. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious



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occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/-(Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).
- 4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."
- f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

HXE/SK/2332 fnukad ,oa gLrk{kj SIGN & DATE Technical Delivery Condition for भी एम ई एम Rev. No. 00 procurement of Bolted Steel Structure Assembly of Page HARDWAR SUPERSEDES Bolted Steel Structure material shall be fabricated with vendor material and supplied in assembled condition along with its components as per drawing. Bolted Steel Structure shall be dispatched after being duly tested and securely packaged. lkexzh iwph iat;k Following condition of delivery may be noted: Bidder shall supply pre-fabricated (shop fabricated) bolted structural steel materials for ready to erect condition. Only bolted connection and final painting shall be performed at COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited framst not be used directly or indirectly in any was detrimental to the interest of the company the site. Quantity of each assembly has been indicated in annexure-1. 2. During erection stage of the bolted steel structure, any manufacturing error shall be rectified by vendor at site without any cost implications. Fasteners are not in vendor's scope. 4. Surface Preparation- Shot blasting to SA 21/2 (Surface profile 40-60 micron) ISO 8501-1, Wire brush/ hand tool cleaning for inaccessible area. Painting shall be done in each assembly as specified: 6. Primer - Epoxy based Zinc phosphate - DFT 50 μm Intermediate - Epoxy intermediate coat - DFT 50 µm Final painting shall be done at site. iz;ksx] tks fd daiuh ds fgr esa gkfudkjd blizys[k csa nh xbZ lwpuk Hkkjr gsoh bysfDVªdYl dh lEifBr gS Holes of the connecting plate on top of trusses with holes made in mating component of trusses are to be made with same template. LoRokf/kdkj, oa xksiuh; List of documents required to be submitted by bidder at the time of dispatch: 8. Test certificate of materials ,oa ii. NDT certificate of welds bldk izR;{k iii. Dimensional report As per customer approved QP vizR;{k:1k Is fdlh Hkh rig Material: Mild steel -(a) Rolled sections shall be of grade designation E250, Quality A, Semi-killed/killed conforming to IS 2062. (b) All steel plates shall be of Grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12 mm thickness and upto 40 mm thickness shall be normalized rolled. Plates beyond 40 mm thickness shall be vacuum degassed and furnace normalized and shall also be 100% ultrasonically tested as per ASTM-A578 level B-S2. 10. Material: Medium and High tensile steel -(a) Rolled sections and plates shall be of grade designation E350 or higher, Quality B0, (Fully killed) conforming to IS 2062 and shall pass the impact test value at zero temperature. All steel plates beyond 12 mm thickness and upto 40 mm thickness shall be controlled rolling. Plates beyond 12 mm thickness and upto 40 mm thickness shall be normalized rolled. Plates beyond 40 mm thickness shall be vacuum degassed and furnace normalized and shall also be 100% ultrasonically tested as per ASTM-A578 level B-S2. fnukad ,oa gLrk{kj uke DEPTT.: HXE SIGNATURE & DATE NAME DEEPAK KUMAR fuekZ.kdrkZ WORKED BY

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nukad ,oa gLrk{kj SIGN & DATE HXE/SK/2332 Technical Delivery Condition for बीएम ईएल Rev. No. 00 procurement of Bolted Steel Structure fnukad Assembly Page HARDWAR Code W96717001305 for ANNEXURE-I SUPERSEDES TABLE-1: TOTAL WEIGHT= 1260574 Kg. QTY. Total Drig. Drg. QTY. NO. Weight Weight SL. SL. NO. Weight (kg) NO. (kg) NO. (kg) lkexzh lwph la[;k dks 3-FB-3 4 3768.8 15075.2 1 3-UD-37 8 1920 31 3-FB-4 343.6 12369.6 36 3-UD-40 1926.5 2 1 32 3-FB-5 3716.6 66898.8 18 3-UD-43 2106.3 3 33 18 mation on this documents is the property of Bharat Heavy Electrical must not be used directly or indirectly in any way detrimental to the interest of the company 3-FB-9 306.7 22082.4 72 3-UD-46 1446 4 1 34 3-FB-10 3779.5 15118 4 3-UD-47 2 1981 5 35 AND CONFIDENTIAL 3-FD-10 72 200.2 14414.4 3-UD-48 1 6125.2 6 36 3-FD-11 144 5.3 763.2 3-UD-50 5 2798.4 7 37 3-FD-1.2 36 178.4 6422.4 2 9700.4 3-UD-51 8 38 235.5 2355 3-FD-20 10 4 1034.9 3-UD-55 9 39 175.7 6325.2 10 3-FD-26 36 3-UD-56 2 408.2 40 3-FD-27 36 177.4 6386.4 2 1431.9 3-UD-57 11 41 COPYRIGHT 3-FD-29 170.2 24508.8 144 3-UD-58 2 1432 12 42 6357.6 3-FD-30 36 176.6 3-UD-60 2 4223.5 13 43 199.5 14364 72 2 3-FD-31 3-UD-63 3154.2 14 44 The inform Limited It n 4127.2 375.2 3-013-1 11 3-UD-64 1 3294.3 15 45 37954.7 3-OB-10 59 643.3 804.9 3-UD-65 1 16 46 3-OB-11 48 643.3 30878.4 3-UD-66 6 3008.3 bidk izR;{k :Ik is fdlh Hkh rig iz,ksx] tks fd daiuh ds fgr esa gkfudkjd gks u 17 47 338.1 3-OB-12 36 12171.6 6 3008.3 3-UD-67 18 48 bl izys[k esa nh xbZ lwpuk Hkkjr gsoh bysfDVªdYl dh lEifRr 12171.6 3-OB-13 36 338.1 3-UD-68 8 1919.4 19 49 LoRokf/kdkj, oa xksiuh; 4405.5 3-UI)-3 4405.5 20 1 3-UD-70 8 1919.4 50 4369.8 8739.6 3-UC-11 2 15 939.7 21 3-UD-71 51 386.4 1772.8 3-UC-15 2 3-UD-74 4 2975.3 22 52 1 2621.9 2621.9 5 3-UC-19 939.6 3-UD-76 23 53 2669.1 2669.1 3-UC-20 1 3-UD-78 18 938.3 24 54 3-UC-21 2112.6 2112.6 1 3-UD-79 20 1742.6 25 55 3-UC-22 2 726.4 1452.8 3-UD-80 2 2027.9 26 56 3-UC-24 2 1636.9 3273.8 3-UD-81 6 1892.5 27 57 3-UC-26 2 1066.7 2133.4 6 1893.2 3-UD-82 28 58 3-UC-29 1 10821.9 10821.9 1 3-UD-85 1146.1 29 59 2 7523.6 3-UC-31 3761.8 1146 30 3-UD-86 1 60

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(kg)

15360

1926.5

37913.4

1446

3962

6125.2

13992

.9400.8

4139.6

816.4

2863.8

2864

8447

6308.4

3294.3

804.9

18049.8

18049.8

15355.2

15355.2

14095.5

11901.2

4698

16889.4

34852

4055.8

11355

11359.2

1146.1

1146

DEEPAK KUMAR

DEEPAK KR

YADAV

fuekZ.kdrkZ WORKED BY

TkkapdrkZ

Weight

SIGN & DATE
HARDWAR

Technical Delivery Condition for procurement of Bolted Steel Structure Assembly

HXE/SK/2332 Rev. No. 00

Page 3

of 4

-					
SUPERSEDES INVENTORY	SL. NO.	Drg. NO.	QTY.	Weight (kg)	Total Weight (kg)
	61	3-UD-87	46	797.4	36680.4
lwph	62	3-UD-88	4	800.3	3201.2
lkexzh lwph la[;k dks	63	3-UD-89	2	823.6	1647.2
	64	3-UD-90	2	2035.3	4070.6
cal	65	3-UD-92	2	2029.1	4058.2
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly, or indirectly in any way detrimental to the interest of the company	66	3-UD-98	18	928.8	16718.4
IAL leavy B	67	3-UD-99	6	951.2	5707.2
COPYRIGHT AND CONFIDENTIA matton on this documents is the property of Bharat Hear must not be used directly or indirectly in any way detrin indirects of the company.	68	3-UD-100	6	951.1	5706.6
FIDI y of Bl in any ny	69	3-UD-107	1	1528.9	1528.9
ON propert rectly compa	70	3-UD-108	1	1528.9	1528.9
S the por indi	71	3-UD-113	1	493.9	493.9
IT AND CONF	72	3-UD-114	1	493.9	493.9
GHTI docur sed dii	73	3-UD-116	4	1554.8	6219.2
YRI on this or be u	74	3-UD-117	11	1556.5	17121.5
OP nation	75	3-UD-118	14	1638.7	22941.8
inform ited.It	76	3-UD-119	9	1634.5	14710.5
The	77	3-UD-120	10	1133.6	11336
	78	3-UD-121	2	1390.4	2780.8
4	79	3-UD-124	3	1129.4	3388.2
条,oa ;k tk,	80	3-UD-129	48	886	42528
lk izR; s u fd	81	3-UD-130	2	3258.9	6517.8
f/kdki, oa xksiuh; krgoh bysf0VadY dh IEffir gS bidk i2R2/k, oa I tks fd daiuh ds fgr esa gkfudkjd gks u fd;k tk, A	82	3-UD-135	3	45 7 7.5	13732.5
Eiffer g	83	3-UD-136	2	4458.3	8916.6
Csiu	84	3-UD-138	8	1956.1	15648.8
f/kdkj, oa xksiuh kyrgooh bysfDyadyl dh lEff tks fd daiuh ds fgr esa gkf	85	3-UD-139	2	3857.6	7715.2
ci ,o i bysfl daiuh	86	3-UD-140	6	3824.5	22947
Ke fd o	87	3-UD-141	1	1557.5	1557.5
	88	3-UD-142	1	15 5 7.5	1557.5
LoRokí Z Iwpuk Hk h rjg iz;ksx]	89	3-UD-145	2	650.8	1301.6
nh xb2 Ilh HKh	90	3-UD-146	2	444.9	889.8
LoRokf bl tystk esa nh xb2 lwpuk Hkl vizR3(k :lk ls fdlh Hkh rjg iz,ksx)					

	Drg.	QTY.		Total
SL.	NO.		Weight	Weight
NO.	- 9	14	(kg)	(kg)
91	3-UD-148	5	538.6	2693
92	3-UD-149	4	535.5	2142
93	3-UD-154	4	650.7	2602.8
94	3-UD-163	3	9133.9	27401.7
95	3-UD-164	9	9102.7	81924.3
96	3-UD-165	19	3141.7	59692.3
97	3-UD-169	1	4425.2	4425.2
98	3-UD-170	1	4425.2	4425.2
99	3-UD-173	2	3259	6518
100	3-UD-176	1	4425.4	4425.4
101	3-UD-177	1	4425.5	4425.5
102	3-UD-8	1	4335	4335
103	3-UD-10	1	4298.7	4298.7
104	3-UD-12	1	4263.7	4263.7
105	3-UD-16	1	635.7	635.7
106	3-UD-25	1	1661.1	1661.1
107	3-UD-27	1	4160.1	4160.1
108	3-UD-134	1	4696.8	4696.8
109	3-UD-160	1	1980.9	1980.9
110	3-UD-166	1	4425.2	4425.2
111	3-UD-171	1	3320.6	3320.6
112	3-FB-11	10	3742.6	37426
113	3-UD-28	2	4442.5	8885
114	3-UD-51	2	9700.4	19400.8
115	3-UD-167	1	4425.2	4425.2
116	3-UD-168	1	4400	4400
117	2-AF-45	1	621.4	621.4
118	2-FB-06	2	128.8	257.6
119	PR-FR-1000	1	417.6	417.6
120	PR-FR-1001	1	397.4	397.4

	REV.NO. 00 -	fuekZ.kdrkZ WORKED BY	DEEPAK KUMAR	Luan
		TkkapdrkZ CHECKED BY	DEEPAK KR YADAV	Oms

SIGN & DATE	M V	ाई एक ११	Tech procure	nical Delivery ment of Bolto	ed Steel Str	for ucture		E/SK/2332 No. 00	
SIG	HAR	DWAR	And the second s	Assem	bly		Pag	e 4	of
ORY	* · · · · · · · · · · · · · · · · · · ·	Is 5							
INVENTORY				RECOR	DS OF CHA	NGES			
la[;k dks	SL.	PARA. I	NO./ KURE NO.	DOC. NO. / REV. NO.	REISSUE/ REV. NO.	REVIS	ION	NATURE O	F
The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way definential to the interest of the company									
bl izys[k esa nh xbZ lwpuk Hkkjr gsob bysfDVadYl dh lEifRr gS bldk izR;{k .oa vizR;{k :ik is fdlh Hkh rjg iz;ksy] tks fd daiuh ds fgr esa gkfudkjd gks u									
	REV.N	10.			fı	u e kZ.kdrkZ VORKED BY	DEEPA	K KUMAR	Dona

TkkapdrkZ CHECKED BY

DEEPAK KR YADAV

PRE QUALIFICATION REQUIREMENTS FOR BOLTED STEEL STRUCTURE OF ACC

1. Bidder/Vendor shall have manufactured and supplied Bolted steel structure items:

Following conditions to be fulfilled for the above:

- i) Minimum 315 MT in not more than two orders in twelve months.
- ii) Date of supply for each order should not be earlier to 7 years from the enquiry date.
- 2. In support of the above Clause 1, Bidder/Vendor to submit following documents:
 - i) Un-priced copy of Purchase Order.
 - ii) Inspection documents or dispatch documents duly signed and stamped.
 - iii) Any Drawing /Documents clearly stating the item details, weight and quantity.
- 3. BHEL reserves the right to fully satisfy itself and may ask additional documents for PQR evaluation

(Naveen Prakash) AGM/HXE (Deepak Kr. Yadav) Sr. Manager/HXE (Deepak Kumar) Manager/HXE

Mfg	Mfg. Name & Address:-		MΑ	MANUFACTURIN	TURING QUALITY PLAN	ry PLAN	-	DETAILS	PROJECT: PACKAGE: CONTRAC! CONTRAC!	PROJECT: PACKAGE: CONTRACT NO: CONTRACTOR:	North Kar TG-ACC, P: 4410-001- : BHEL H	PROJECT: North Karanpura 600 MW, PACKAGE: TG-ACC, CONTRACT NO: 4410-001-110. CONTRACTOR: BHEL Hardiwar.
		Drg. :- As per PO Spec:- HXE/SK/2283/ ,Rev: 00	3/ ,Re	v: 00				QP no:- QA/BI/QP/ACC/ST Rev: 00 , Date:-07.12.2021	2A/BI Date	/QP/A -07.12	CC/ST	QP no:- QA/BI/QP/ACC/STEEL STRUCTURE Rev: 00 , Date:-07.12.2021
	COMPONENT AND	8			Qua	Quantum		TYPE OF RECORD		Agency		REMARKS
SE. NO.		CHARECTERISTICS	Chass	TYPE OF CHECK	Mfg.	AIA/BHEL	REFERENCE ACCEPTANCE DOCUMENTS NORMS	Documents	Mfg.	AIA/ BHEL	NTPC	
1.0	Raw Material*	The materials used shall be as per Drg. Raw materal sho	er Drg. 1	Raw materal should be proci	uld be procured from NTPC approved source.	proved source.						
Ξ	Plates & Rolled Sections, (As per Drawing & Specifications)	Chemical & Mechanical Properties, Dimensions	<	T.C Verifications	%001	100%	As per the Material Standards refered in NTPC Specification	Mfg.TC	Δ.	>	>	*Approved Specificate (R.M.T.C) as per the "Approved Specification/Technical Delivery conditions (TDC) shall be submitted for physical verification with Traceability.
7	INPROCESS CONTROLS:	S:										
2.1	Preparation											
2.2	Welding & Welder Qualifications	Procedure Qualification	B	Review of documents	%001	100%	AWS DI.1 /ASME SEC-IX	WPS/PQR/ WQR	Δ.	>	>	Supplier will submit the applicable WPS/PQR & WQR (already establised & approved by BHEL) for final approval before welding.
2.3	Fitup of Childs Parts	Dimension , Orientation & Identification checks.	В	Visual Verification & Measurement	100%	ā	As per vendor Approved Drawing	Report	0	>	>	×
2.4	Welding Inspection	Visual ,Size & Weld Quality	O	Visual and Measurement	100%	10%	As per vendor Approved Drawing & AWS D1.1	Records	d	RW	>	Random Witness 10 % in Total Weld Joints
2.7	Finished Butt welds :(IF Applicable)	Applicable)					Certific <samit< td=""><td>Certification signature by <u>Bagiitattynaignaetd</u>หล <samitmadhuka<u>r@ntpc.com 3 ผู้คุศให้หญิทา</samitmadhuka<u></td><td>ure by</td><td>Sagrita</td><td>HATTAK</td><td>gjitakkyaighetekar Sephiftix Uhnavn</td></samit<>	Certification signature by <u>Bagiitattynaignaetd</u> หล <samitmadhuka<u>r@ntpc.com 3 ผู้คุศให้หญิทา</samitmadhuka<u>	ure by	Sagrita	HATTAK	gjitakkyaighetekar Sephiftix Uhnavn
2.8	Thickness >25 mm	Weld quality	В	RT/UT	100%	10% in Total Weld Joints.	AWS DL1 /ASME SEC-1	Sperladhutal	_	Mad 14 4 8 3 4 4 8	Jkar 2018 32 IS in: C	MadAukar Pate: 2018 and on winess 10% in Total weld Joints will 14:48:32 IS flered to BHELAIA. Reason: CAT IV
2.9	Thickness ≤ 25 mm	Weld quality	В	MPI / LPI	100 % MPI in Total Joints length	10% in Total Joints Length	AWS DL.1 / ASME SEC-V	Test Certificate/ MPI/LPI Report	۵.	Location NTPCEC RW V	EOC C	Location: NTPCEOCRandom witness 10% in Total weld Joints length offered to BHEL/AIA.
2.10	Heat Treatment (SR). For Thickness > 50mm	Time & Temp	В	Review of HR Charts & Reports.	100%	%001	AWS D1.1 ≤	HT Charts	۵.	>	>	SR charts shall be submitted for Review & verification.

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Digitally signed by Manindra Kumar Date: 2021.12.08 11:03:35 +05'30'

Digitally signed by Manindra Kumar Date: 2021.12.08 11:03:53 +05'30'

Λfg	Mfg. Name & Address:-			MANUFACTURIN	RING QUA	G QUALITY PLAN	LAN	DETAILS	PROJECT: PACKAGE: CONTRACT CONTRACT	PROJECT: PACKAGE: CONTRACT NO: CONTRACTOR:	North Kar: TG-ACC. 9: 4410-001- : BHEL H.	PROJECT: North Karanpura 600 MW. PACKAGE: TG-ACC. CONTRACT NO: 4416-401-110. CONTRACTOR: BHEL Hardiwar.	
		Drg.:- As per PO Spec:- HXE/SK/2	- As p · HXE,	Drg. :- As per PO Spec:- HXE/SK/2283/ ,Rev: 00	0			QP no:- QA/BI/QP/ACC/ST Rev: 00 , Date:-07.12.2021	QA/BI, Date:	/QP/A -07.12	CC/ST	QP no:- QA/BI/QP/ACC/STEEL STRUCTURE Rev: 00 , Date:-07.12.2021	
	COMPONENT AND				Quantum	um		TYPE OF RECORD		Agency		REMARKS	
SL NO.		CHARECTERISTICS	Class	TYPE OF CHECK	Mfg.	AIA/BHEL	REFERENCE ACCEPTANCE DOCUMENTS NORMS	Documents	Mfg.	AIA/ BHEL	NTPC		
3.0	FINAL INSPECTION:												
3.1	Individual Inspection: Welded Structures, Columns, Beams & Bracings	Size & Overall Dimension, Length Orientations	В	Visual , Verification & Measurement.	%001	%01	Drawing .	Dimensional Report	4	RW /	V/RW	V/RW Build up will be witness W, Rolled will be Verification *NTPC V	
3.2	Individual Inspection: Hand rails/Chequred Plates/Ladders/TSS	Size & Overall Dimension, Length Orientations	В	Visual , Verification & Measurement.	100%	%01	Drawing .	Dimensional Report	4	RW/ W	V /RW	V/RW Build up will be witness W, Rolled will be Verification *NTPC V	
3.3	Trial Assembly	Dimension, Alignment	<	Visual , Verification & Measurement.	%01	%01	As per Drg.	Dimensional Report	۵	M	*	10% of main column/Unit will assemble at horizontal level with connecting members of one for Main plane, then column will get rotated to connect Column popposite axis members. One at a Time Unit assembled/disassembled	As applicable, for Main Column / Unit
3.4	Verification of completion.	Dimensions & Orientation	B	Visual & Verification	%001	Random	As per Drawing NDT reports, HT chart extracts and other Reports	æ	Q.	>	~ ~		
3.5	Painting, Preservation & Protection	Finish & Coat thickness	B	Visual & Measurement	100% & Random	ĺ	As per Vendor Drg and NTPC approved Scheme.	1	Q.	>	~	Vendor scope-Primer Coat 60 Microns & Intermediate Coat 75 Microns. Total DFT=135 Microns	
3.6	Identification	W.O.NO, DU NO, Project Details by Stenciling.	C	Visual	%001	Random	Drawing	×	۵	>	~		
						Note:	1) Holes of the connec	ting plate o	n top	of triis	W odo	Note: - 1) Holes of the connecting plate on ton of trusses with holes made in mating component of	+ of
	Note:	Al-Authorised Inspector.		T.C-Test Certificate		trusses	trusses are to be made with same template.	ame templi	ate.	2	200		5
		TPI- Third party Inspector.		TDC-Technical Delivery condition.	ry condition.				,				

Note:-2) Vendor to ensure compliance of attached checklist. Applicable clauses shall be endorsed by both i.e. TPIA and respective vendor during inspection activities at vendor works.

V-Verification of Reports/Records

HR-Heat Treatment Records.

P-Performed by Supplier R-Review for Records RW-Random witness W-Witness

MPI-Magnetic Particle Inspectio

A- Critical B- Major C-Minor

UT-Ultrasonic Testing. HT-Heat Treatments.

LPI-Liquid Penetrant Test.

EPC PACKAGE FOR NORTH KARANPURA SUPER THERMAL POWER PROJECT (3X660 MW)

Amendment to Technical Specification

Part SUB- PAGE CL. NO. REFERENCE Read as Read as Rection NO.
--

DOCUMENT NO. CS-4410-001-2-AMDT11	Post bid Discussion Amendment to Section-VI	Page 78 of 82

CHECK LIST

Name of item: Drawing no.: Name of vendor:

Date and Place of inspection:

SI.	Characteristics / Checks (as applicable)	(Yes/	No)	Remarks
lo.		Vendor	TPIA	
1.	Are all dimensions of drawing checked?			
2.	Are technical requirements mentioned in drawing complied?			
3.	Is NDT performed and found OK?			
4.	Is soundness of weld seams (subjected to leakage test at site) ensured? • Weld seam of ring with header pipe • Weld seam between tube bundle and tube sheet			
5.	Is weld edge made as per drawing?			
6.	Are stiffeners / supports provided for maintaining shape of large diameters items?			
7.	Are sizes of different welding as per drawing?			
8.	Is any bulging seen in fan ring (FRP) material?	,		
9.	Are holes size and their spacing as per drawing?			
10.	Are profiles of segments as per drawing (e.g. coplanar or as per drawing)?			
11.	Is assembly complete as per drawing?		×	
12.	Is chequered plate bend as per drawing?			
13.	Are items identified?	7		3

(Signature of Vendor)

(Signature of TPIA)





केन्द्रीय कार्यालय नोएडा Corporate Centre NOIDA

Reference: CC110:32747 Date:02-08-22

From: Ayaskanta Jena To: BHEL-HARIDWAR

AĞM M/S BHEL-HARIDWAR

CC:

SUBJECT: NKSTPP, STEAM TURBINE GENERATOR

Please find enclosed following drawings/documents for necessary action at your end as indicated in purpose code.

VENDOR DRG NO: **BHEL**

NTPC DRG NO: 4410-001-110-QVM-Q-406

REVISION NO:

DRG TITLE: QAP FOR ACC Structural item- M/s Namdhari

APP CATEGORY:

RELEASE DATE: 02-08-22

COMMENTS: Approved in Cat-I.



अभियांत्रिकी कार्यालय परिसर, प्लाट नं.- ए 8ए, सैक्टर-24, पोस्ट बाक्स नं.- 13, नीएडा (उ प्र) पिन-201 307 टेलिफोन नं.- 0120-2410333, 2410116 फैक्स-0120-2410136, 2410137

पंजीकृत कार्यालय: एनटीपीसी भवन, स्कोप काम्पलेक्स, 7 इन्स्टीट्रयूशनल एरिया, लोधी रोड, नई दिल्ली-110 003

टेलिफोन नं.- 011-24361018 फैक्स-011-24361018, वेबसाइट: www.ntpc.co.in

ENGINEERING OFFICE COMPLEX, Plot No: A-8A, Sector-24, Post Box No: 13, Noida (UP), Pin-201 307 Telephone No: 0120-2410333, 2410116 Fax-0120-2410136, 2410137

Registered Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 Telephone No: 011-24360100 Fax-011-24361018, Website: www.ntpc.co.in

-				ANUIFACTI	IDING OI	JALITY PLAN				PACKAGE: T	orth Karanpura 600 G-ACC. NO: 4410-001-110	MW	
M/S	g.Name & Address:- NAMDHARI INDUSTRIAL S PVT. LTD VILLAGE LATTON		IV	IANOFACIO	KING Q	JALITY PLAN		()		CONTRACTO	OR : BHEL Harldwar	r.(System Sup	pplier-M/S Harbin, China)
DAN	A ,CHANDIGARH ROAD	Drg:- As per PO Item:-	ACC Steel 9	Structural Item					QP no:-QA/NITPL/BI	HEL/ACC/SS/	/NK/01		
	JDHIANA PB. 141113	Spec:HXE/SK/2283/, Rev:0							Rev: 01, Date: 0	5.07.202	2		
((U- 1, 2 & 3)	74 74 1			Qu	antum	Vi.		TYPE OF RECORD		AGENCY		REMARKS
5.I No.	COMPONENT AND OPERATION	CHARACTERISTICS	Class	Type Of Check	Mfg.	AIA/BHEL	Reference Documents	Acceptance NORMS	Documents	Mfg.	AIA/BHEL	NTPC	
1.0	Raw Material	the materia	ls used shall	be as per DRG. Raw	material shou	ld be procured from	NTPC approved so	ources	8.63				For, Hollow Steel Sections, Refer Annexure-II
1.1	Plates & Rolled Sections(As per Drawing & specifications	Chemical & Mechanical Properties , Dimensions	A	T.C Verifications	100%	100%		ial Standards refered ication Annexure-I	Mfg.TC	P	v	v	Raw Material Test certificate(R.M.T.C) as per Approved Specification/Technical Delivery conditions (TDC) shall be submitted for physical verification with Traceability.
2	INPROCESS CONTROLS:												
2.1	Preparation			_									
2.2	Welding & Welder Qualifications	Procedure Qualification	В	Review of Documents	100%	100%	AWS DI.I,	/ASME SEC-IX	WPS/PQR/WQR	р	v	v	Supplier will submit the applicable WPS/PQR/WQR(already establised & approved by BHEL) for final approval before welding
2.3	Fitup of Childs Parts	Dimension,orientation & Identification check	В	Visual Verification & Measurement	100%			Approved Drawing	Report	Р	٧	v	
2.4	Welding Inspection	Visual ,size & weld Quality	С	Visual & Measurement	100%	10%		Approved Drawing & WS DI.I	Records	Р	. RW	٧	Random Witness 10% in total weld joints
2.7	Finished Butt Welds:(IF App										1	_	Random Witness 10% in total weld joints
2.8	Thickness >25mm	weld quality	В	RT/UT	100%	10% in Total Weld joints	AWS DI.	I/ASME SEC-V	Records	P	v	V	will offered to BHEL/AIA
2.9	Thickness ≤25mm	weld quality	В	MPI/LPI	100% MPI / LPI in total joint Length	10% in total joint Length	AWS DI	.I/ASME SEC-V <si< td=""><td>rtification signature b</td><td>ARO</td><td>alj¢ity Urikwown A</td><td>v</td><td>Random Witness 10% in total weld joint length offered to BHEL/AIA</td></si<>	rtification signature b	ARO	alj¢i ty Ur ikw own A	v	Random Witness 10% in total weld joint length offered to BHEL/AIA
2.1	Heat Treatment(SR)for Thickness >50mm	Time & Temp	В	Review of HR Charts & Reports	100%	100%	A	WS DI.IS	The land	20:57:	2022.08.02 21 IST v on: CAT I	v	SR Charts shall be submitted for Review Verification

NTPC Doc No:- 4410-001-110-QVM-Q-406

Cat-I



Digitally signed by Manindra Kumar Date: 2022.07.05

11:40:19 +05'30'

		Drg:- As per PO , Item:	- ACC Steel	MANUFACT	TURING QU	JALITY PLAN	Details QP no:-QA/NITPL/8	PROJECT: North Karanpura 600MW PACKAGE: TG-ACC. CONTRACT NO: 4410-001-110 CONTRACTOR: BHEL Harldwar. System Supplier:- M/s Harbin, China PL/BHEL/ACC/55/NK/01					
L	UDHIANA PB. 141113 (U- 1, 2 & 3)	Spec:HXE/SK/2283/, Rev:	00 and 2284	rev-01					Rev: 01, Date:	05.07.202	22		
S.I No.	COMPONENT AND OPERATION	CHARACTERISTICS	· Class	Type Of Check	Mfg.	uantum AIA/BHEL	Reference Documents	Acceptance NORMS	TYPE OF RECORD Documents	Mfg.	AGENCY AIA/BHEL	NTPC	REMARKS
3.0	FINAL INSPECTION	7 72											
3.1	Individual Inspection welded Structure, Colums, Beams & Bracings	Size & overall Dimensions, Length Orientations	В	Visual Verification & Measurement	100%	10%	Drav	wing	Dimensional Report	P	RW/W	V/RW	Build up will be witness W, ROLLED will be Verification "NTPC" V
3.2	Individual Inspection Hand rails /Chequred Plates/Ladders/TSS	Size & overall Dimensions, Length Orientations	c	Visual Verification & Measurement	100%	10%	Drav	wing	Dimensional Report	Р	RW/W	V/RW	Build up will be witness W, ROLLED will be Verification "NTPC" V
3.3	Trail Assembly	Dimension,& Alignment	Α	Visual Verification & Measurement	10%	10%	As per l	Drawing	Dimensional Report	Р	w	V/RW	10% of as applicable for main column/UNIT will assemble at horizontal level with connecting members of one plane, then column will get rotated to connect opposite axis members. One at a Time coonecting members will be assembled/Disassembled.
3.4	Verification of completion	Dimensions & Orientations	В	Visual Verification	100%	Random		T Reports ,HT Chart other Reports	R	Р	v	R	
3.5	Painting, Preservation & Protection	Finish & coat thicknes	В	Visual & Measurement	100% & Random			and NTPC approved eme		P	v	R	Refer NTPC approved Painting Scheme (Doc No: 4410-001-110- PVM-W-001, Rev-01) Primary Coat- 50 micron Intermediate Coat- 50 micron Final Coat- At Site
3.6	Identification	W.O.NO, DU NO, Project Detail by Stenciling	с	Visual	100%	Random	Dra	wing	R	P	v	R	
	NOTE : A- Critical B- Major C- Minor	AI- Authorized Inspector TPI- Third Party Inspector LPI- Liquid Penetrent Test MPI- magnetic Particle Ins UT- Utrasonic Testing HT- Heat Treatments.		T.C Test Certific TDC- Technical D P- Performed by R- Review for Rev RW- Random wit W- Witness	elivery Condit supplier cords ness			ensure compliance	on top of trusses wit		dauses shall be e		s are to be made with same template
		HR- Heat Treatment Reco	rds	V- Verification of	Reports/Reco	ords						2844	1 12 1

EPC PACKAGE FOR NORTH KARANPURA SUPER THERMAL POWER PROJECT (3X660 MW)

Annexure-1

			Amenda	ment to Technical Specification	
SI. No	REI	FERENCE		Instead of	Read as
Part	SUB- SECTION	PAGE NO.	CL. NO.		

		Section D-01			the height of the building is more than 12m, railing ht to be 1.2m	platforms, steel stairs, etc., wherever the height of the building is more than 12m, railing ht to be 1.2m. However in boiler supporting structure height of railing shall be 1000 mm at all elevations.
181.	Technical Specificati on	Section- VI/Part- B/Sub- Section D-01	178 of 234	10.04.01	Mild Steel a) Rolled sections shall be of grade designation E250, Quality BR, Semi-killed/killed conforming to IS 2062. All steel plates shall be of Grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM – A578 level B-S2.	Mild Steel a) Rolled sections shall be of grade designation E250, Quality A, Semi-killed/ killed conforming to IS 2062. All steel plates shall be of Grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B-S2.
182.	Technical Specificati on	Section- VI/ Part- B / Sub- Section D-01	178 of 234	10.04.02	Rolled Sections and plates shall be of grade designation E350, Quality B0 (Fully killed), conforming to IS 2062. All steel plates beyond 12mm thickness and upto 40mm thickness shall be controlled rolling. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM – A578 level B-S2	be of grade designation E350 or higher, Quality B0 (Fully killed), conforming to IS 2062. All steel plates beyond 12mm thickness and upto 40mm thickness shall be controlled rolling. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be

Post bid Discussion Amendment to Section-VI

DOCUMENT NO. CS-4410-001-2-AMDT11

Padelia on 82

APL APOLLO TUBES LIMITED

A-19-20, UPSIDC, Industrial Area, Sikandrabad, Bulandshahar, Uttar Pradesh, 203205

QUALITY ASSURANCE PLAN

: NAMDHARI INDUSTRIAL TRADERS PVT. LTD. : NITPL/KMSU/2021-22/04 DATED 07.07.2022 Client P.O. No.

Item : MS ERW PIPE : IS:4923:2017 Spec.

Page 1 of 2

QAP No. : AATL/QA/QAP/IS:4923 Rev. : 01

: 01 Date 02.08.2022

				: As per P.O.			THERE	CTION		
s.	Components &	Characteristics	QUANTUM OF	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD		ENCY		
No.	Operations	Characteristics	CHECK	REPERENCE DOCUMENT			AATL	TPIA / CLIENT	NTPC	
1	2	3	4	5	6	7		8	9	
		Raw Material Inspection	1							
		Chemical Composition Physical property	Each RMTC			RMTC	R	R	R	
A	HR Coil	2) Thickness	Each coil	IS:10748, IS:2062, GRADE E250 BR & IS:4923:2017	IS:10748, IS:2062, GRADE E250 BR & IS:4923:2017	RMTC	R	R	R	
		3) Visual & Dimensional Inspection	Each coil			H.R. Coil Receipt, Dimension & Traceability	Р	R	R	
	-	FINAL INSPECTION						-	_	
		1) Size		CI 14.1(b), Table 1,2 & Amd.1&2 of IS 4923:2017	±1 % of Size with a minimum ±0.5 mm	Dimensional Inspection (RHS & SHS)	P	R	R	
		2) Thickness		Cl 14.1(b), Table 1,2 & Amd.1&2 of IS 4923:2017	± 7.5 % of Specified Wall Thickness	Dimensional Inspection (RHS & SHS)	Р	R	R	
		3) Bead Height		C 18.1Note (ii) of IS:4923:2017	Max. 60% of Specified W.T.	Dimensional Inspection (RHS & SHS)	р	R	R	
		4) Straightness		Cl. 18.1 (j) of IS 4923:2017	1/600th of the length	Dimensional Inspection (RHS & SHS)	Р	R	R	
	4 / 1	5) Twist		Cl. 18.1 (h) of IS:4923:2017	2mm + 0.5mm/Meter	Dimensional Inspection (RHS & SHS)	Р	R	R	
		6) Squareness of Corner	IS 4711	Cl. 18.1 (d) of IS:4923:2017	90°±2°	Dimensional Inspection (RHS & SHS)	Р	R	R	
		7) Radii of corner (Outside)		IS 4711	IS 4711	Cl. 18.1 (e) of IS:4923:2017	3 t Maximum t=Specified Thickness	Dimensional Inspection (RHS & SHS)	Р	R
В	PIPE	8) Length		Cl. 18.1 (f) of IS:4923:2017	As per P.O. with Tolerance ±50mm	Dimensional Inspection (RHS & SHS)	P	R	R	
		9) Mass (Weight)		Cl 14.1(c), Table 1,2 & Amd.182 of IS:4923:2017	Single Tube:+10 % & -8% one lot of 10MT:±7.0%	Dimensional Inspection (RHS & SHS)	Р	R	R	
		10) Stamp		Cl. 13.1 of IS:4923:2017	APLAPOLLO IS: 4923, ISI Logo, With CM/L No., Grade	Dimensional Inspection (RHS & SHS)	Р	R	R	
		11.1) Yield Stress			GRADE Yeild Tensile % EL Stress Strength	Tensile Testing Report	Р	R	R	
		11.2) Tensile Strength		Cl. 15 & Table 3 of IS:4923:2017	(MPa) (MPa) YST 210 210 330 20	Tensile Testing Report	P	- R	R	
		11.3) Elongation		· Company and a company of the compa	YST 240 240 410 15 YST 310 310 450 10	Tensile Testing Report	Р	R	R/	
		Marking & Packing							/	
		Marking, Bundling & packing	Each Pipe	CI. 13.1 of IS:4923:2017/ As per P.O	APLAPOLLO IS:4923, ISI Logo, With CM/L No., Grade	- Dimensional Inspection	P	R	R	

REVIEWED BY 1 of 1

Digitally signed by Sanjeev Kr. Bhardwaj Date: 2022.08.02 17:33:29 +05'30'



APL APOLLO TUBES LIMITED

A-19-20, UPSIDC, Industrial Area, Sikandrabad, Bulandshahar, Uttar Pradesh, 203205

OUALITY ASSURANCE PLAN

NAMDHARI INDUSTRIAL TRADERS PVT. LTD. lient NITPL/KMSU/2021-22/04 DATED 07.07.2022 P.O. No.

MS FRW PIPE tem

: IS:4923:2017 Spec. : As per P.O. Size & Qty

Page 2 of 2

QAP No. : AATL/QA/QAP/IS:4923 Rev. 01

Date 02.08.2022

Conditions of approval of M/s Apollo tube Ltd., Sikanderabad for North Karanpura ACC Steel Structure:

- Main Contractor to ensure continuity of BIS license of the of M/s Apollo Tubes Ltd, Sikanderabad for the sections being manufactured for NTPC supply. 1)
- Raw materials shall be procured from NTPC approved Main steel producers. Raw material traceability shall be ensured by M/s Apollo. Check testing on 2) raw material samples may be carried out, if required.
- 100% chemical analysis of the raw material (steel) shall be carried out as per IS: 228. Testing of samples of hollow sections from each lot shall be carried out as per IS:4923 on finished product.
- Each lot of delivery of finished product shall be accompanied with co-related Manufacturer's Test Certificate (MTC).
- NTPC will have access to carry out the surveillance checks for in-process stage at M/s Apollo Tubes Ltd, Sikanderabad.
- In case any defects are seen in the material, Main Contractor will replace the material without any cost implication to NTPC.
- The items shall be supplied as per drawing/datasheet of OEM & IS:4923 requirements, meeting technical specifications. 7)
- Hollow Steel Sections of A-frame structure & Under deck structure only for ACC shall be sourced from M/s Apollo Tubes Ltd, Sikanderabad. Use of Cold formed hollow steel sections of Grade Yst 240 (min) and thickness 4 mm (min) is acceptable as per NTPC Engg. acceptance mail dt.29.06.22.
- BHEL shall depute BHEL QA/TPIA during raw material identification & manufacturing at M/s Apollo, Sikanderabad on regular basis.
- TSS 220x8 and TSS 250x10 will be sourced from NTPC approved sources, the same confirmed by BHEL vide email dt.01.07.22.

P: Perform, R: Review, AATL: APL Apollo Tubes Limited, RMTC: Raw Material Test Certificate & TPIA: Third Party Inspection Agency. Legends Digitally signed by Sanjeev Kr. Bhardwaj Date: 2022.08.02 2 66 5 17:33:29 +05'30"





केन्द्रीय कार्यालय नोएडा Corporate Centre NOIDA

Reference: CC110:21984 Date:04-04-18

From: O.P. OBEROI To: BHEL-HARIDWAR

AGM M/S BHEL-HARIDWAR

CC:

-

SUBJECT: NKSTPP, STEAM TURBINE GENERATOR

Please find enclosed following drawings/documents for necessary action at your end as indicated in purpose code.

VENDOR DRG NO: BHEL

NTPC DRG NO: 4410-001-110-QVM-Q-400

REVISION NO: 01

DRG TITLE: QAP FOR STEEL STRUCTURE

APP CATEGORY: IV

RELEASE DATE: 04-04-18

COMMENTS: CAT-I with comments



अभियांत्रिकी कार्यालय परिसर, प्लाट नं.- ए 8ए, सैक्टर-24, पोस्ट बाक्स नं.- 13, नीएडा (उ प्र) पिन—201 307 टेलिफोन नं.- 0120-2410333, 2410116 फैक्स-0120-2410136, 2410137

पंजीकृत कार्यालय: एनटीपीसी भवन, स्कोप काम्पलेक्स, 7 इन्स्टीट्रयूशनल एरिया, लोधी रोड, नई दिल्ली-110 003

टेलिफोन नं.- 011-24361018 फैंक्स-011-24361018, वेबसाइट: www.ntpc.co.in

ENGINEERING OFFICE COMPLEX, Plot No: A-8A, Sector-24, Post Box No: 13, Noida (UP), Pin-201 307 Telephone No: 0120-2410333, 2410116 Fax-0120-2410136, 2410137

Registered Office: NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 Telephone No: 011-24360100 Fax-011-24361018, Website: www.ntpc.co.in

PROJECT: North Karanpura 600 MW,
PACKAGE: TG-ACC.
CONTRACT NO: 4410-001-110.
CONTRACTOR: BHEL Hardiwar. ICE STEEL 1 PRIVATE LIMITED, INDIA (fomerly Arcelor Mittal Dhamm Processing Pvt Ltd. S3-S10 Phase 3, SIPCOT Industrial Complex, Ranipet 632 405 Tamil Nadu MANUFACTURING QUALITY PLAN DETAILS Drg.:- As per PO Spec:- HXE/SK/2283, Rev: 00 QP NO: 4410-001-110-QVM-Q-400 REMARKS COMPONENT AND OPERATION CHARECTERISTICS AIA / BHEL ICE Steell ICE Steel1 NTPO 1.0 Raw Material* 1.1 Plates & Rolled Sections. (As per Drawing & Specifications) Raw Material Test certificate (R.M.T.C) as per the "Approved Specification/Technical Delivery conditions (TDC) shall be submitted for physical verification with Traceability. As per the Material Standards refered in NTPC Specification Mfg.TC V T.C Verifications 100% 100% 2 INPROCESS CONTROLS : 2.1 Preparation Supplier will submit the applicable WPS/PQR & WQR (already establised & approved by BHEL) for final approval before welding. 2.2 Welding & Welder Qualifications ocedure Qualification teview of documents AWS D1.1 /ASME SEC-IX P V WPS/PQR/ WQR As per vendor Approved Drawing Dimension ,Orientation & Identification checks. 2.3 Fitup of Childs Parts 100% V V Report P Visual and As per vendor Approved Drawing & AWS D1.1 Welding Inspection Visual ,Size & Weld Quality 100% 10% Random Witness 10 % in Total Weld Joints gnature by Stylkow,
as on the control of the contro 2.7 Finished Butt welds :(IF Applicable) 10% in Total Weld Joints. 2.8 Thickness >25 mm Weld quality В RT/UT AWS D1.1 /ASME SEC-Test Certificate MPI/LPI Report 100 % MPI in Total Joints length 10% in Total Joints Length AWS D1.1 / ASME SEC-V 2.9 Thickness ≤ 25 mm MPI / LPI Review of HR Charts & SR charts shall be submitted for Review & verification. Fime & Temp В 100% 100% AWS D1.1 ≤ HT Charts

(42)

Digitally signed by Segurdh Agenval DN cm-Segurdh Agenval DN cm-Segurdh Agenval co-HEL Hardwar, co-HEL Stardwar, co-HEL Stard

QP no: 4410-001-110-QVM-Q-400

M.8

fomer Proces	STEEL 1 PRIVATE FED, INDIA IV Arcelor Mittal Dhamm sing Pvt Ltd. Phase 3, SIPCOT Industrial			MANUFACTU	JRING QU	ALITY P	LAN		DETAILS		AGE:	TG-A	Karanpura 600 MW. CC. -001-110. EL Hardiwar.		
	ex, Ranipet 632 405	Drg.:- As Spec:- HX		2/2283, Rev: 00		QP				QP NO: 4410-001-110-QVM-Q-400					
L NO	COMPONENT AND	CHARECTERISTICS	Class	TYPE OF CHECK	Quai	tum	REFERENCE	ACCEPTANCE	TYPE OF RECORD		Agency		REMARKS		
	OPERATION	CHARECTERISTICS	Class	TYPE OF CHECK	ICE Steel1	AIA/BHEL	DOCUMENTS	NORMS	Documents	ICE Steell	AIA/ BHEL	NTPC			
3.0	FINAL INSPECTION:									_					
3.1	Individual Inspection: Welded Structures, Columns, Beams & Bracings	Size & Overall Dimension, Length Orientations	В	Visual , Verification & Measurement.	100%	10%	Drawing .		Dimensional Report	P	RW / W	V/RW	Build up will be witness W, Rolled will be Verification *NTPC V		
3.2	Individual Inspection: Hand rails/Chequred Plates/Ladders/TSS	Size & Overall Dimension, Length Orientations	В	Visual , Verification & Measurement.	100%	10%	Drawing .		Dimensional Report	P	RW / W	V/RW	Build up will be witness W, Rolled will be Verification *NTPC V		
3.3	Trial Assembly	Dimension, Alignment	A	Visual , Verification & Measurement.	10%	10%	As per Drg		Dimensional Report	P	W	w	10 % of main column/Unit will assemble at horizontal level with connecting members of one plane, then column will get rotated to connect opposite axis members. One at a Time connecting members will be assembled/disassembled	As applicate for Main Column / L	
3.4	Verification of completion.	Dimensions & Orientation	В	Visual & Verification	100%	Random	As per Drawing HT chart extras Reports	g NDT reports, cts and other	R	P	V	R			
3.5	Painting, Preservation & Protection	Finish & Coat thickness	В	Visual & Measurement	100% & Random	_	As per Vendor approved Sche	Drg and NTPC		P	V	R	Vendor scope-Primer Coat 60 Microns & Intermediate Coat 75 Microns. Total DFT=135 Microns		
3.6	Identification	W.O.NO, DU NO, Project Details by Stenciling.	С	Visual	100%	Random	Drawing		R	P	V	R			
	-			-		[0]	11	10.001.1	10.0\/\	1.0	100	7			
	Note:	Al-Authorised Inspector.		T.C-Test Certificate		QF	no: 44	10-001-1	10-QVN	/I-Q-	400		A ELEUPS		
	A- Critical B- Major C-Minor	TPI- Third party Inspector. LPI-Liquid Penetrant Test. MPI-Magnetic Particle Inst UT-Ultrasonic Testing.		TDC-Technical Delive P-Performed by Sup R-Review for Record RW-Random witness	plier Is	Note:- 1) Holes of the connect trusses with holes made in ma trusses are to be made with sa			ing compoi	nent o			CAM'S G		

HT-Heat Treatments.

HR-Heat Treatment Re



V-Verification of Reports/Rec

W-Witness

Note:- 2) Vendor to ensure compliance of attached checklist. Applicable clauses shall be endorsed by both i.e.
TPIA & respective vendor during inspection activities at vendor works. M.S. SIVALUMOR) AGM-ENALLY.

(42)



Annexure-1

				An	nendment to Technical Specification	
SI. No		REF	FERENCE		Instead of	Read as
	Part	SUB- SECTION	PAGE NO.	CL. NO.		

			Section D-01			the height of the building is more than 12m, railing ht to be 1.2m	platforms, steel stairs, etc., wherever the height of the building is more than 12m, railing ht to be 1.2m. However in boiler supporting structure height of railing shall be 1000 mm at all elevations.
	181.	Technical Specificati on	Section- VI/ Part- B / Sub- Section D-01	178 of 234	10.04.01	Mild Steel a) Rolled sections shall be of grade designation E250, Quality BR, Semi-killed/killed conforming to IS 2062. All steel plates shall be of Grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM – A578 level B-S2.	Mild Steel a) Rolled sections shall be of grade designation E250, Quality A, Semi-killed/ killed conforming to IS 2062. All steel plates shall be of Grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B-S2.
ľ	182.	Technical Specificati	Section- VI/ Part-	178 of 234	10.04.02	Medium and High Tensile Steel	Medium and High Tensile Steel
		on	B / Sub- Section D-01			Rolled Sections and plates shall be of grade designation E350, Quality B0 (Fully killed), conforming to IS 2062. All steel plates beyond 12mm thickness and upto 40mm thickness shall be controlled rolling. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM – A578 level B-S2	Rolled Sections and plates shall be of grade designation E350 or higher, Quality B0 (Fully killed), conforming to IS 2062. All steel plates beyond 12mm thickness and upto 40mm thickness shall be controlled rolling. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B–S2

DOCUMENT NO. CS-4410-001-2-AMDT11	Post bid Discussion Amendment to Section-VI	Page 78 of 82
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CHECK LIST

Name of item: Drawing no.: Name of vendor:

Date and Place of inspection:

SI.	Characteristics / Checks (as applicable)	(Yes/	No)	Remarks
lo.		Vendor	TPIA	
1.	Are all dimensions of drawing checked?			
2.	Are technical requirements mentioned in drawing complied?			
3.	Is NDT performed and found OK?			
4.	Is soundness of weld seams (subjected to leakage test at site) ensured? • Weld seam of ring with header pipe • Weld seam between tube bundle and tube sheet			
5.	Is weld edge made as per drawing?			
6.	Are stiffeners / supports provided for maintaining shape of large diameters items?			
7.	Are sizes of different welding as per drawing?			
8.	Is any bulging seen in fan ring (FRP) material?	,		
9.	Are holes size and their spacing as per drawing?			
10.	Are profiles of segments as per drawing (e.g. coplanar or as per drawing)?			
11.	Is assembly complete as per drawing?		×	
12.	Is chequered plate bend as per drawing?			
13.	Are items identified?	7		3

(Signature of Vendor)

(Signature of TPIA)

	List of Consortiu	m Bar	ıks * (wef 22.03.2016)
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

Framework Confidentiality Agreement cum Undertaking

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

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

RECITALS

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

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

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

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

1. Definitions:

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

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

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

4. Ownership:

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

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

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

5. Use and Non-Disclosure:

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

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

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

6. Exceptions:

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

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

8. Warranties & Undertakings:

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

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

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

10. Arbitration & Conciliation:

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

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

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

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

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

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

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

11. Governing Law & Jurisdiction:

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

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

SIGNATURE

WITNESSES

1.

Name

Address:

2.

Name:

Address:

Format for Self Certification under preference to Make in India order

Certificate

In line with Gover	nment Pul	blic Procu	irement Order	No. P	-45021/2/2	2017-BE-II	dt. 15.06	.2017	& P-
45021/2/2017-PP	(BE-II)	dated	28.05.2018,	we	hereby	certify	that	we	M/s
					(supplier n	ame) are lo	cal suppli	er me	eting
the requirement of	f minimum	local co	ntent	%(P€	ercentage)	as defined	in above	order	s, for
the items					covered	against	Enquiry	No)
Details of location	at which lo	ocal value	addition will b	e made	e is as follo	ws:			
We also understand of the General Final as per Rule 151 (iii) under law.	ncial Rules	s for whic	h a bidder or it	s succe	ssors can b	e debarre	d for up to	two	years
Seal and Signature	of Supplie	r							

Certificate by Chartered Accountant on letter head
This is to Certify that M/s,
(hereinafter referred to as 'company') having its registered office atis
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
dtd:,
Category :(Micro/Small). (Copy enclosed).
Further verified form the Books of Accounts that the investment of the company as
on dateas per MSMED Act 2006 is as follows:
1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and
building and the items specified by the Ministry of Small Scale Industries vide its notification No.
S.O.1722 (E) dated October 5, 2006:
RsLacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture,
fittings and other items not directly related to the service rendered or as may be notified under the MSMED
act, 2006:
RsLacs
(Strike off whichever is not applicable)
The above investment of Rs Lacs is within permissible limit of Rs Lacs for
micro / small (Strike off which is not applicable) Category under MSMED Act 2006.
Or
The company has been graduated from its original category (Micro / Small) (Strike off whichever is not
applicable) and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification
dated 04.11.2013 by Ministry of MSME.
Date:
(Signature)
Name-
Membership Number-
Seal of Chartered Accountant

Annexure-1

INTEGRITY PACT

Between

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

and
along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART
<u>Preamble</u>
The Principal intends to award, under laid-down organizational procedures, contract/s for
. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal	For & On behalf of the Bidder/
	Contractor
(Office Seal)	(Office Seal)
Place	
Date	
Witness:	Witness:
(Name & Address)	(Name & Address)
((,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	