

Enquiry Detail, terms and conditions

ITEM NAME: - PIPE FITTINGS ITEM

1. Details of items covered in Bid are as below: -

Item No	Material Code	Description	SPECIFICATION	Drawing	Quantity (No.)
1	W96415302957	BEND - W96415302957	TG60335 REV: 06	31530201093 REV: 03	8

QUALITY REQUIREMENTS:

- ❖ Non-approved vendors are required to submit their credentials for NPCIL approval.
- ❖ Order will be placed on NPCIL approved Vendor only.
- ❖ Vendor to Submit Quality plan for BHEL & NPCIL approval. Vendor to confirm to follow NPCIL approved QP only.
- ❖ Inspection by BHEL & NPCIL as per finally NPCIL approved QP.
- ❖ Vendor to confirm attached applicable General Requirement.

BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.

Guarantee/Warranty certificate to be provided along with the supply.

Non-Disclosure Agreement

Unregistered vendors at BHEL Haridwar for this item may avail the soft copies of relevant specification / drawing by submitting the endorsed copy of attached 'Non-Disclosure Agreement' to either of the following e-mail IDs:

1. Virendra Singh- v_singh@bhel.in
2. Ghulam Shabbir- ghulam.shabbir@bhel.in

TECHNO- COMMERCIAL OFFER :

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned e-mail IDs before Part- I opening. -

1. Virendra Singh- v_singh@bhel.in
2. Ghulam Shabbir- ghulam.shabbir@bhel.in

Bidder to submit Techno- Commercial offer along with bid.

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PRE- QUALIFICATION CRITERIA:

Bidder to provide the documents as per attached Pre-qualification conditions/requirements (PQR). Bidder who fails to qualify Pre-qualification conditions/requirement, their offer will not be considered for technical evaluation and price bid opening (part -2 of this tender).

SCOPE OF SUPPLY & PRICE BASIS:

VENDORS TO QUOTE FIX/FIRM RATE ON THE GeM PORTAL WHICH SHOULD BE ON ALL- INCLUSIVE BASIS i.e. INCLUDING APPLICABLE GST/ALL TAXES & DUTIES, LOCAL LEVIES/TRANSPORTATION/LOADING- UNLOADING, P&F CHARGES AND NABL CHARGES ETC. UPTO FOR BHEL- HEEP HARIDWAR.

TRANSIT INSURANCE: Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.

NO PVC (PRICE VARIATION CLAUSE) SHALL BE CONSIDERED FOR THIS GeM ENQUIRY AND SHALL BE PROCESSED WITH FIX/FIRM RATES i.e. INR/ Pieces.

TAXES AND DUTIES: -

Bidder to inform % of INCLUSIVE GST- _____ %

The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor. Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions. Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: - a) Supply of goods and/or services have been received by BHEL. b) Original Tax Invoice has been submitted to BHEL. c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d) In cases where e-invoicing provision is applicable, Supplier/Vendor

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is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor. g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor

VARIATION IN TAXES & DUTIES:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by

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documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

Delivery period (in weeks) from PO date: _____

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.

PAYMENT TERM:

FOR NON MSME Bidders- 100% payment shall be released within 90 days from the date of acknowledged receipt & acceptance of material at HEEP- BHEL stores and submission of billing documents.

FOR MSME Bidders- 100% payment shall be released within 45 days from the date of acknowledged receipt & acceptance of material at HEEP- BHEL stores and submission of billing documents.

FOR MEDIUM ENTERPRISES Bidders, 100% payment shall be released within 60 days upon receipt & acceptance of material at HEEP- BHEL stores and submission of billing documents. No interest shall be payable on the security deposit or any other money due to the contractor”.

MICRO AND SMALL ENTERPRISES (MSE):3 Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dated 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

BREACH OF CONTRACT, REMEDIES AND TERMINATION:

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The following shall amount to breach of contract: I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

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

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

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

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

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

REMEDIES IN CASE OF BREACH OF CONTRACT.

i) Wherein the period as stipulated in the notice issued as mentioned above has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of cashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

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iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be cashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv) In case the amount recovered under as mentioned above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

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

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

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

LD AGAINST DELAY IN EXECUTED SUPPLY IN CASE OF TERMINATION OF CONTRACT:

LD against delay in executed supply shall be calculated in line with LD clause mentioned below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1

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ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$ v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.

LIQUIDATED DAMAGE:

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:

In order to protect the commercial interests of BHEL, BHEL shall act 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 WITH SUPPLIERS / CONTRACTORS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.

CONFLICT OF INTEREST:

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"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "

COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per

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cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note: (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided (as attached). (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

SETTLEMENT OF DISPUTE:

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

CONCILIATION:

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

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

ARBITRATION:

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

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (identified by the contract issuing agency)- HEEP- BHEL Haridwar. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at HEEP- BHEL Haridwar. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws

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after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

JURISDICTION:

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

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

FORCE MAJEURE:

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

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

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

Sign and stamped by bidder

Enquiry Detail, terms and conditions

Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

CARTEL FORMATION:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

FRAUD PREVENTION POLICY:

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Buyer Added Bid Specific ATC
- c. GeM Bid Technical Conditions of Bid/Contract (TCC)
- d. GeM GTC

NOTE: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS, will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

Sign and stamped by bidder

Enquiry Detail, terms and conditions

Note

THE TENDER ENQUIRY HAS BEEN ISSUED ON GEM & BHEL PORTALS FOR WIDER CIRCULATION. HOWEVER, THE OFFER IS TO BE SUBMITTED THROUGH GEM PORTAL ONLY. ALSO, ALL FUTURE CORRIGENDUM/CORRIGENDA, ADDENDUM/ADDENDA, AMENDMENTS, TIME EXTENSIONS, CLARIFICATIONS ETC, AGAINST THE PUBLISHED GEM BID SHALL BE ISSUED ON GEM PORTAL ONLY FOR LATEST UPDATES / AMENDMENTS / COMMUNICATIONS ISSUED BY BHEL AGAINST THE CURRENT TENDER.

Sign and stamped by bidder

Mandatory Pre-Qualification requirements for Pipe Fitting – Stainless Steel & Carbon Steel**Description**

This covers the requirement of Butt-welded end type seamless pipe fitting i.e. TEE, ELBOW & REDUCER of Stainless steel & Carbon steel material.

Mandatory requirement for Pre-Qualification**1.0 Experience Requirement -**

The Vendor should be a regular manufacturer or authorized distributor of BHEL approved vendor of Pipe Fittings and Vendor should have supplied at least twenty-five (25) nos. of Pipe Fittings in last Ten (10) years (from the date of issuance of enquiry) with following technical details –

Sl. no.	Product features	Details
1.	Item Type	TEE, ELBOW, REDUCER
2.	Compliance to Material standard	Stainless Steel ASTM A403 WP321 OR Stainless Steel ASTM A403 WP316 & CARBON STEEL ASTM A 234 WPB
3.	Compliance to Dimension standard	ASME B16.9
4.	Nominal Bore	25 NB to 200 NB
5.	Schedule no.	10 to 80
6.	End connection type	Butt welded

In support of above, vendor to furnish information, as per the following format for previous supplied Pipe Fittings (TEE, ELBOW, REDUCER) meeting the above technical requirement for the past Ten(10) years from the date of issuance of enquiry.

Sl. No.	Type of fittings	Name of customer	Purchase order reference no.	Purchase order issue date	Type of Pipe Fitting	Schedule no. & end connection type	Material standard & dimension standard	Total Qty (nos.)
	Tee, Bend and Reducer Only							

Vendor to submit the following documents as an evidence of acceptance of supplied Pipe Fittings (TEE, ELBOW, REDUCER) for the above mentioned successfully executed order -

- Vendor to furnish copy of Un-Priced Purchase Orders executed for supply of at least twenty-five (25) nos. of Pipe Fittings (TEE, ELBOW, REDUCER) in last Ten (10) years (from the date of issuance of enquiry).
- Vendor to furnish material dispatch documents or customer acceptance certificate of Pipe Fittings TEE, ELBOW, REDUCER of the given PO and should also have correlation with PO reference no.

2.0 In case vendor is authorize distributor of BHEL approved vendor. Vendor shall submit valid authorize certificate form BHEL approved vendor.

Note - BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.

General Requirements for Quality Assurance Plans of Turbine Island Package for Kaiga-5&6

Legends used in Quality Assurance Plan:

W: Witness, not hold, BHEL to give advance notice to customer to associate during checks/tests but work shall proceed.

R: Review of records (by customer as indicated under column 'C').

H / CHP: Customer Hold Point

MTC: Material Test Certificate

Obs. Sheet: Observation Sheet

LS: Log Sheet

COC: Certificate of Compliance

Abbreviations:

CRITICAL: - The characteristic of a component, process or operation failure of which will surely cause operating failure or intermittent troubles which is difficult to rectify at site or render the unit unfit for use or cause safety hazards.

MAJOR : - The characteristic of a component, process or operation whose failure may cause operation failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduce life or seriously affect aesthetics.

MINOR : - The characteristic of a component, process or operation whose failure neither materially reduce the usability of the product in operation nor does it affect the aesthetic aspects

1. H / CHP - Customer Hold Point: NPCIL QS witness/clearance is mandatory before proceeding with further activities. This activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage (NPCIL QS/their authorized representative).
2. W-Witness point: Witness points are critical steps in manufacturing and examination/inspection/testing where the supplier is obliged to notify NPCIL QS sufficiently in advance (at least 7 days) the start of the operation / test so that the same may be witnessed. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "W" shall be 15 days. The supplier may proceed with the work past a witness point in consultation with NPCIL, QS or their authorised representative.
3. All test reports, test certificates & Quality control records shall be reviewed & accepted by BHEL before submitting the same for the review of NPCIL QS.

Arvind K. Swami

BHEL, HEEP/QA

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4. Castings shall be procured from NPCIL / BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting i.e. first piece in case of identical items for same vendor, will be witnessed by the supplier i.e. BHEL / NPCIL approved TPIA & sub vendor (as applicable). SS casting and forging shall be received in pickled & passivated condition. 7 days in advance intimation shall be given to all agencies.
5. Raw-material on the basis of co-related original or co-related computer generated material test certificate (MTC), originated from OEM (sealed and signed by OEM) from NPCIL / BHEL approved material manufacturer is acceptable. In absence of co-related material test certificate, all items will be PMI tested for establishing no. of heat /lot. And subsequent tests as per material standard to be conducted on sample basis. Sampling will be decided on the basis of PMI. The samples for chemical and mechanical tests shall be drawn and witnessed by BHEL / NPCIL Approved TPI / NPCIL, as mutually agreed. Chemical and mechanical tests shall be conducted in NPCIL approved / NABL accredited laboratory only. BHEL QS shall submit all, MTCs and test reports after their review & acceptance to NPCIL, QS for final review and clearance. This review / verification & clearance by NPCIL QS is CHP. Stamping of raw material and stamp transfer shall be done by BHEL QS / NPCIL QS.
6. Wherever Customer Hold Point (CHP) is indicated, the supplier is to notify NPCIL QS or its authorised representative at least 7 days in advance. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "CHP" shall be 15 days.
7. Sample selection, for random witnessing of the inspection, examination, testing shall be done by NPCIL QS. Sampling plan, unless otherwise indicated, should generally be in accordance with IS 2500, Part-I, AQL: 1%, Normal Level-II. (Refer - QAD/MISC/PROC/ SAMPLING /001 Rev.: 0).
8. All the procedures mentioned in the QAP like NDE procedures, hydro test, WPS etc. shall be checked, reviewed and approved by BHEL before submitting to NPCIL for approval. All NDE procedures shall have approval of Level III qualified personnel and prepared by Level- II person of BHEL or Sub-vendor.
9. The heat treatment furnaces shall have temperature recorder and valid calibration report. Calibration shall be done as per national standard /international standard/ as per NPCIL specification, if specified. All the calibration report will be checked by the NPCIL QS.
10. Calibrated instruments/gauges/thermocouples etc. shall be used during inspection and testing.
11. All NDT shall be carried out by Level-I/Level-II/Level-III & evaluated by Level -II/Level-III qualified person from SNT-TC-1A / ISO 9712 / IS 13805.
12. Chemicals used for LPT and MPT shall be from NPCIL approved brands only. BHEL will review TC's and reports before submitting to NPCIL.
13. Welding consumables shall be from NPCIL approved brand list. BHEL need to submit certified material test report (CMTR) certificate as per ASME BPVC II C for welding consumables to be used for jobs of NINS. All batches of electrodes shall be tested as per referencing document.
14. Supplier can prepare their own NDE procedures meeting requirement of NPCIL specification and submit for approval. Alternatively, NPCIL procedure can be adopted by the supplier. The supplier shall submit the same and technique sheet along with modification, if any, for approval.
15. Inspection stages in the QAP are considering suppliers are from India based on past experience. In case of foreign suppliers, the QAP remains same, but the stage inspection extent (witness and hold points) may change, based on the type and strength of supplier to be finalized after mutual discussion. Change in inspection extent will depend upon the participation of BHEL during manufacturing of items in foreign countries. It is expected that the participation of BHEL will be same or more as indicated in the QAP.

Arvind K. Swami

Arvind K. Swami

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16. Spares shall undergo same testing/inspection requirements as per original items.
17. All items shall be stamped by vendor's name/monogram apart from item description, size, serial no., class, material code, rating, grade, etc. and meeting MSS-SP-25 and NPCIL specification.
18. Certified material test report (indicating material, size, item description, lot no., heat no., NDE report nos., check test certificate, vendors final certificate nos., etc.) shall be submitted.
19. The contractor / manufacturer shall prepare "History Docket" for the items supplied, compiling various inspection / test reports and also other relevant documents as per the tender specification/NPCIL procedure, and submit to NPCIL QS prior to issue of complete/ final Shipping Release (SR) (on completion of entire PO/SPO). As the final SR will be a part of History Docket, issuance of final SR & review of History Docket by NPCIL, QA shall be done simultaneously.
20. Bevel end/ SW ends shall be suitably protected from any damage.
21. In case of material/item acceptable to NPCIL on the basis of certificate of compliance(COC), the same to be provided by OEM and shall be certified by BHEL.
22. Reference documents as mentioned in Quality Assurance Plan shall be shown to Customer at the time of inspection for BHEL shop manufactured items.
23. Brazer and Brazing Procedure Qualification shall be NPCIL approved. Brazer and Brazing Procedure Qualification shall be done in the presence of NPCIL QA representative. Only approved Brazer by NPCIL shall perform NPCIL jobs.
24. During manufacturing, only latest revision of drawings/specifications/procedures/code shall be used.
25. Whenever witnessing (W) by NPCIL is specified in QAP, BHEL's representative shall also witness the test.
26. Inspection call should be raised such that there is optimisation of visits and inspection activities.

Note on GR:

Wherever, BHEL/NPCIL is mentioned, BHEL shall mandatorily carry out inspection activities and submit the reports to NPCIL QS for review and clearance.

However, BHEL can go ahead for further manufacturing activities based on their own review and acceptance.

NPCIL reserves the right to carry out inspection activities as per QAP.

BHEL will inform the manufacturing/inspection stages well in advance to NPCIL QS.



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1) LIST OF APPROVED CARBON STEEL & LOW ALLOY STEEL WELDING ELECTRODES (2 pages)

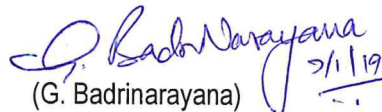
As on 07-01-2019

Sr. No.	Manufacturers	Brand name	AWS No.	Valid up to
1.	ADOR Welding Ltd., Silvassa	SUPABASE X PLUS	E7018	FEB2019*
2.	ADOR Welding Ltd., Silvassa	MOLYTEN	E7018-A1	APR2020
3.	ADOR Welding Ltd., Silvassa	TENALLOY Z PLUS	E7018-1	JUN2022
4.	ADOR Welding Ltd., Silvassa	CHROMOTEN	E8018 B2	APR2020
5.	ADOR Welding Ltd., Silvassa	CHROMOTEN-C	E9018 B3	APR2020
6.	D&H SECHERON, Indore	MOLYTHERME	E7018-A1	JUN2022
7.	D&H SECHERON, Indore	MEDIO	E6013	JUN2020
8.	D&H SECHERON, Indore	EXOBEL	E6013	JUN2020
9.	D&H SECHERON, Indore	SUPERTHERME	E7018	JUN2020
10.	D&H SECHERON, Indore	SUPERTHERME(SPL)	E7018-1	NOV2023
11.	D&H India Ltd., Indore	SUPER -LH (SPL)	E7018-1 (DCEP Only)	FEB2021
12.	D&H India Ltd., Indore	STANDARD	E6013	FEB2021
13.	D&H India Ltd., Indore	SUPER LH	E7018 (DCEP Only)	FEB2021
14.	D&H India Ltd., Indore	SUPER -CR-1	E8018 B2	DEC2020
15.	D&H India Ltd., Indore	SUPER -CR-2	E9018 B3	DEC2020
16.	ESAB INDIA LTD, AMBATTUR, CHENNAI	ESAB 28	E6013	SEP2019
17.	ESAB INDIA LTD, AMBATTUR, CHENNAI	ESAB 36H	E7018	SEP2019
18.	ESAB INDIA LTD, AMBATTUR, CHENNAI	ESAB 36H(SPL)	E7018-1	SEP2019
19.	ESAB INDIA LTD, AMBATTUR, CHENNAI	ESAB PIPEWELD 6010R	E6010	SEP2019
20.	HONAVAR ELECTRODES, THANE	REGULAR S	E6013	JAN2020
21.	HONAVAR ELECTRODES, THANE	ULTIMATE - 18	E7018	JAN2020
22.	HONAVAR ELECTRODES, THANE	ULTIMATE – 18 SPL	E7018-1	JAN2020
23.	MAILAM INDIA LTD., PUDUCHERRY	MAILARC -13R	E6013	SEP2020
24.	MAILAM INDIA LTD., PUDUCHERRY	MAILARC -18	E7018	SEP2020
25.	MAILAM INDIA LTD., PUDUCHERRY	MAILARC -18 PLUS	E7018-1	SEP2020
26.	MAILAM INDIA LTD., PUDUCHERRY	MAILARC -1 CR	E8018-B2	DEC2018*
27.	MAILAM INDIA LTD., PUDUCHERRY	MAILARC -2 CR	E9018-B3	DEC2018*
28.	ROYAL ARC ELECTRODES, VASAI	ROYAL THERME	E7018	SEP2018*
29.	ROYAL ARC ELECTRODES, VASAI	ROYAL S	E6013	SEP2018*
30.	ROYAL ARC ELECTRODES, VASAI	ROYAL THERM SPL.	E7018-1	SEP2021
31.	ROYAL ARC ELECTRODES, VASAI	ROYAL THERM MOLY	E7018-A1	MAR2023
32.	ROYAL ARC ELECTRODES, VASAI	ROYAL CHROM 1	E8018-B2	FEB2023
33.	ROYAL ARC ELECTRODES, VASAI	ROYAL CHROM 2	E9018-B3	FEB2023
34.	RAJ KESARI ELECTRODES, UDAIPUR	SUPERLET 18	E7018	AUG2022
35.	RAJ KESARI ELECTRODES, UDAIPUR	SUPERLET 18 (SPL.)	E7018-1	AUG2022
36.	RAJ KESARI ELECTRODES, UDAIPUR	RAJCORD 13S	E6013	AUG2022
37.	RAJRATNA ELECTRODES, AHMEDABAD	RATNA 7018	E7018	NOV2023

Sr. No.	Manufacturers	Brand name	AWS No.	Valid up to
38.	RAJRATNA ELECTRODES, AHMEDABAD	RATNA 7018 SPL.	E7018-1	MAR2020
39.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	GARANT MO	E7018-A1	SEP2020
40.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPERCITO	E7018	SEP2019
41.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPERCITO 7018-S	E7018-1	SEP2019
42.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	OVERCORD S	E6013	SEP2019
43.	SUPERON SCHWEISSTECHNIK INDIA LTD., DELHI	SUPER CROMO 1B	E8018-B2	DEC2020
44.	SUPERON SCHWEISSTECHNIK INDIA LTD., DELHI	SUPER CROMO 2B	E9018-B3	DEC2020
45.	VIJEY ELECTRODES & WIRES PVT. LTD., CHENNAI	VJ 6013 X	E6013	SEP2020
46.	VIJEY ELECTRODES & WIRES PVT. LTD., CHENNAI	VJ 7018	E7018	SEP2020
47.	VIJEY ELECTRODES & WIRES PVT. LTD., CHENNAI	VJ 7018 - 1	E7018-1	SEP2020
48.	WELD FAST ELECTRODES, NAGPUR	WELDFAST LH 18	E-7018	MAR2020
49.	WELD FAST ELECTRODES, NAGPUR	WELDFAST LH-18-1	E-7018-1	MAR2020
50.	WELD FAST ELECTRODES, NAGPUR	WELDFAST CROMO 0500	E7018-A1	FEB2023
51.	WELD FAST ELECTRODES, NAGPUR	WELDFAST CROMO 1500	E8018-B2	FEB2023
52.	WELD FAST ELECTRODES, NAGPUR	WELDFAST CROMO 2251	E9018-B3	FEB2023

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* Indicates renewal of approval is under progress.


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2) LIST OF APPROVED STAINLESS STEEL & OTHER NI ALLOY ELECTRODES (2 Pages)


AS ON 07-01-2019

Sr. No.	MANUFACTURERS	BRAND NAME	AWS No.	VALID UPTO
1.	ADOR WELDING LTD., SILVASSA	BETANOX-DL	E 309L-16	SEP2020
2.	ADOR WELDING LTD., SILVASSA	SUPERINOX-2C	E 316-16	SEP2020
3.	ADOR WELDING LTD., SILVASSA	SUPERINOX-1C	E 308L-16	SEP2020
4.	D&H INDIA LTD., INDORE	SV-308L	E 308L-15	DEC2022
5.	D&H INDIA LTD., INDORE	SV-309L	E 309L-15	DEC2022
6.	D&H INDIA LTD., INDORE	CROMALLOY-B	E 308L-16	DEC2022
7.	D&H INDIA LTD., INDORE	CROMALLOY 309L	E 309L-16	DEC2020
8.	ADOR FONTECH, BENGALURU	LH 511	E Ni Cu7	OCT2020
9.	ADOR FONTECH, BENGALURU	LH 521	E Ni Cr Fe 3	OCT2020
10.	D&H SECHERON, INDORE	CRONITHERME 25/12	E 309-16	JUN2022
11.	D&H SECHERON, INDORE	RUTOX-D	E 316L-16	JUN2022
12.	D&H SECHERON, INDORE	BATOX-B	E 308L-15	JUN2020
13.	D&H SECHERON, INDORE	RUTOX-B	E 308L-16	JUN2020
14.	D&H SECHERON, INDORE	D&H 309L	E 309L-16	NOV2023
15.	D&H SECHERON, INDORE	D&H 1250	E NiCu-7	JAN2021
16.	D&H SECHERON, INDORE	D&H 1212NS	E NiCr Fe-3	JAN2021
17.	D&H SECHERON, INDORE	RUTOX-A	E 308-16	NOV2023
18.	D&H SECHERON, INDORE	RUTOX-A St	E 347-16	NOV2023
19.	D&H SECHERON, INDORE	RUTOX-Mo	E 316-16	NOV2023
20.	HONAVAR ELECTRODES, THANE	SILVER SHINE 308L-15	E 308L-15	SEP2018*
21.	HONAVAR ELECTRODES, THANE	SILVER SHINE 308L	E 308L-16	SEP2019
22.	HONAVAR ELECTRODES, THANE	SILVER SHINE 309L	E 309L-16	SEP2019
23.	HONAVAR ELECTRODES, THANE	SILVER SHINE 316L	E 316L-16	NOV2018*
24.	RAJRATNA ELECTRODES, AHMEDABAD	RATNA 308L	E 308L-16	MAR2020
25.	RAJRATNA ELECTRODES, AHMEDABAD	RATNA 316 L	E 316L-16	MAR2020
26.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPER OPTIMAL 309L	E 309L-16	OCT2019
27.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPER OPTIMAL 316L	E 316L-16	OCT2019
28.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPER OPTIMAL 309 MoL	E 309MoL	OCT2019
29.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPER STAINLESS 347	E 347-16	OCT2019
30.	SUPERON SCHWEISSTECHNIK INDIA LTD. DELHI	SUPER OPTIMAL 308L	E 308L-16	OCT2019
31.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-A	E 308-16	DEC2018*
32.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-AL	E 308L-16	DEC2018*
33.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-AL-15	E 308L-15	DEC2018*

Sr. No.	MANUFACTURERS	BRAND NAME	AWS No.	VALID UPTO
34.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-25/12	E 309-16	DEC2018*
35.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-25/12-L	E 309L-16	DEC2018*
36.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX-25/12-Mo	E 309 Mo-16	DEC2018*
37.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX Mo	E 316-16	DEC2018*
38.	MAILAM INDIA LTD., PUDUCHERRY	MAILEX MoL	E 316L-16	DEC2018*
39.	ROYAL ARC ELECTRODES, VASAI,	ROYAL 1C	E 308L-16	SEP2019
40.	ROYAL ARC ELECTRODES, VASAI,	ROYAL 2C	E 316L-16	SEP2019
41.	ROYAL ARC ELECTRODES, VASAI,	ROYAL-D2L	E 309L-16	SEP2019
42.	WELD FAST ELECTRODES, NAGPUR	WELDFAST 308L	E 308L-16	JAN2021
43.	WELD FAST ELECTRODES, NAGPUR	WELDFAST 316L	E 316L-16	JAN2021
44.	WELD FAST ELECTRODES, NAGPUR	WELDFAST 309L	E 309L-16	JAN2021
45.	WELD FAST ELECTRODES, NAGPUR	WELDFAST 309MoL	E 309LMo-16	JAN2021

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* Indicates renewal of approval is under progress.


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Directorate of Quality Assurance

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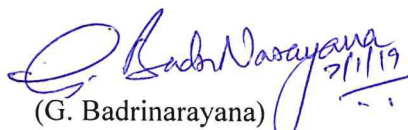
3) LIST OF APPROVED BRANDS OF WIRE AND WIRE FLUX COMBINATION (1 Page)

AS ON 07-01-2019

Sr. No.	MANUFACTURERS	BRAND NAME	AWS No.	VALID UPTO
1.	ANAND ARC, THANE	ANAND TIG-308L	ER 308L	SEP2019
2.	ANAND ARC, THANE	ANAND TIG-309L	ER 309L	SEP2019
3.	ADOR FONTECH, BENGALURU	TIG 120	ER 308L	JUL2019
4.	ADOR FONTECH, BENGALURU	TIG 121	ER 316L	JUL2019
5.	ADOR FONTECH, BENGALURU	TIG 123	ER 309L	JUL2019
6.	ADOR FONTECH, BENGALURU	TIG 120S	ER 347	JUL2019
7.	ADOR FONTECH, BENGALURU	TIG 521	ER NiCr3	JUL2019
8.	ADOR WELDING LTD., SILVASSA	TIGFIL 70S-2	ER 70S-2	FEB2022
9.	ADOR WELDING LTD., SILVASSA	TIGFILL 90S-B3	ER 90SB3	JUL2019
10.	ADOR WELDING LTD., SILVASSA	TIGINOX-308L	ER 308L	SEP2020
11.	ADOR WELDING LTD., SILVASSA	TIGINOX-309L	ER309L	SEP2020
12.	ADOR WELDING LTD., SILVASSA	AUTOMIG 70-S6	ER 70S-6	DEC2023
13.	ADOR WELDING LTD., SILVASSA	AUTOMELT-B71 AUTOMELT-EH 14 WIRE	F7A2-EH14	DEC2018*
14.	DWEKAM ELECTRODES, INDORE	MERGE ARC GRADE A	F7AZ/PZ-EL8	JUL2019
15.	DWEKAM ELECTRODES, INDORE	MERGE ARC GRADE C	F7AZ/PZ-EH14	JUL2019
16.	D&H INDIA LTD., INDORE	SUPER TIG 308L	ER 308L	DEC2020
17.	D&H INDIA LTD., INDORE	SUPER TIG 309L	ER 309L	DEC2020
18.	D&H SECHERON, INDORE	FILLER WIRE FW 308L	ER 308L	FEB2021
19.	D&H SECHERON, INDORE	FILLER WIRE FW 309L	ER 309L	FEB2021
20.	D&H SECHERON, INDORE	F 70 S2	ER 70S-2	JUN2022
21.	RAJRATNA ELECTRODES, AHMEDABAD	RAAJTIG ER 308L	ER 308L	MAR2020
22.	RAJRATNA ELECTRODES, AHMEDABAD	RAAJTIG ER 316L	ER 316L	MAR2020
23.	VENUS WIRES, KHOPOLI	VENUS 308L	ER 308L	SEP2021
24.	VENUS WIRES, KHOPOLI	VENUS 316L	ER 309L	SEP2021
25.	VENUS WIRES, KHOPOLI	VENUS 309L	ER 316L	SEP2021
26.	VENUS WIRES, KHOPOLI	VENUS 347	ER 347	SEP2021
27.	WELD FAST ELECTRODES, NAGPUR	TIG FAST-3	ER 70S-2	JAN2021
28.	WELD FAST ELECTRODES, NAGPUR	MIG FAST-1	ER 70S-6	JAN2021

The approvals are granted in conformance to the requirements stipulated in latest edition of ASME Section II Part C. However, batch qualification wherever called for in specific cases, will have to be carried out separately.

* Indicates renewal of approval is under progress


(G. Badrinarayana)
Associate Director (QA), Gr.3

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF
INDIA LTD.

(A Government of India Enterprise)

गुणवत्ता आश्वासन निदेशालय

Directorate of Quality Assurance

नाभिकीय ऊर्जा भवन, अणुशक्तिनगर, मुंबई-400
094

Nabhikiya Urja Bhavan, Anushaktinagar,
Mumbai - 400 094.

Corporate Identification No. U40104MH1987GOI149458



थॉमस मैथ्यू Thomas Mathew

अधिकांशी निदेशक (गु.आ.) Executive Director (QA)

Phone: 022- 25995030/25558487

Fax.No.: 022-25565354

e-mail: tmathew@npcil.co.in

सं. No. एनपीसीआईएलNPCIL/02500/क्यूएडीQAD/ईडीED(क्यूएQA)/एमएम/2022/111 June 28, 2022

विषय : वेधी पदार्थों के अनुमोदित ब्रांड की सूची।

Sub: List of approved brands of penetrant materials

28-06-2022 की स्थिति में एनपीसीआईएल के उपयोग हेतु वेधी पदार्थों के अनुमोदित ब्रांड की सूची इसके साथ संलग्न है। यह अनुमोदन हमारी प्रक्रिया संख्या QAD/NDT-PROC-PT-05,R-03 (तरल वेधी परीक्षण के लिए उपयोग में आने वाले रसायन परिवार के अनुमोदन हेतु प्रक्रिया) के अनुसार आवश्यकताओं के अनुरूप प्रदान किया जाता है।

The list of approved brands of penetrant materials for use on NPCIL jobs as on 28-06-2022 is enclosed. The approvals are granted in conformance to the requirements as per our procedure no. QAD/NDT-PROC-PT-05,R-03 (Procedure for approval of Family of Chemicals used for Liquid Penetrant Examination).

(थॉमस मैथ्यू Thomas Mathew)

28.06.2022

LIST OF APPROVED PENETRANT TESTING MATERIALS

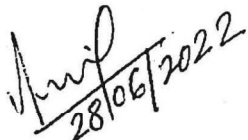
(As on 28-06-2022)

Sr. No.	Manufacturers	Brand name	Description	Valid up to
1.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 P	Red Dye Penetrant	FEB-2026
2.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 PR	Penetrant Remover	FEB-2026
3.	ORIENTAL CHEMICAL WORKS (P) LTD.KOLKATA	Orion 119 D	Developer (Non-Aqueous)	FEB-2026
4.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP 1	Red Coloured Solvent Removable Penetrant	July2024
5.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKC-1	Solvent Cleaner	July2024
6.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKD-S2	Solvent Base Developer	July2024
7.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-WP2	Red Coloured Water Washable Penetrant	July2024
8.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP2	Red Coloured Solvent Removable Penetrant.	July2024
9.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Penetrant (NP Grade)	Red Coloured Solvent Removable Penetrant.	Oct2024
10	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Cleaner (NP Grade)	Solvent Cleaner	Oct2024
11	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Developer (NP Grade)	Solvent Base Developer	Oct2024
12	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Red Dye Penetrant-W	Water Washable Dye Penetrant	Oct2024
13	3AK Chemie India Pvt.Ltd. (Formerly known as MR Chemie India Pvt. Ltd.),Hyderabad	MR ^(R) 62	Solvent Removable Penetrant–Red	Dec2026
14	3AK Chemie India Pvt.Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 68 NF	Solvent Removable and Water Washable Penetrant–Red	Dec2026
15	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 67	Solvent Removable and Water Washable Penetrant–Red	Dec2026
16	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 672 F	Solvent Removable and Water Washable Penetrant–Fluorescent	Dec2026
17	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 85	Solvent Remover suitable for MR ^(R) 68NF, MR ^(R) 67, MR ^(R) 672F and MR ^(R) 62.	Dec2026
18	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 70	Non-Aqueous Developer suitable for MR ^(R) 68 NF, MR ^(R) 67 and MR ^(R) 672F	Dec2026

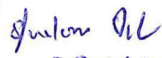
Sr. No.	Manufacturers	Brand name	Description	Valid up to
19	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR ^(R) 70 I	Non-Aqueous Developer suitable for MR ^(R) 62.	Dec2026
20	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	SP-10,SC-20, SD30	Solvent Removable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
21	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	WP-15, SC20, SD30	Water Washable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
22	3AK Chemie India Pvt. Ltd. (Formerly known as MR Chemie India Pvt. Ltd.), Hyderabad	MR311-R, MR85,MR70I	Water Washable & Solvent Removable Penetrant, Solvent Remover, Non - Aqueous Developer	April2027
23	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-15/PP-15B	Red Coloured Solvent Removable Penetrant	AUG2026
24	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-19/PP-19B	Red Coloured Water Washable Penetrant	AUG2026
25	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC-21/PC-21B	Solvent Cleaner	AUG2026
26	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD-31/PD-31B	Solvent Base Developer	AUG2026
27	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-110/ PP110B	Red Coloured Solvent Removable Penetrant	AUG2026
28	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC 120/ PC-120B	Solvent Cleaner	AUG2026
29	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD 130 /PD-130B	Solvent Base Developer	AUG2026
30	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS46/FPS46B	Solvent Removable Fluorescent Penetrant	AUG2026
31	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS49/FPS49B	Water Washable Fluorescent Penetrant	AUG2026
32	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-911, FC-811 FC-711	Solvent Removable (Visible)	JAN2027
33	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-931, FC-811	Water Washable (Visible)	JAN2027
34	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-941, FC-821	Water washable (Fluorescent)	JAN2027
35	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-921, FC-821, FC-721	Solvent removable (Fluorescent)	JAN2027
36	DYEGLO PVT. LTD, PUNE	RP-81	Red Coloured Solvent Removable Penetrant	DEC2023
37	DYEGLO PVT. LTD, PUNE	RP-90	Red Coloured Water Washable Penetrant	DEC2023
38	DYEGLO PVT. LTD, PUNE	CL-01	Solvent Cleaner	DEC2023
39	DYEGLO PVT. LTD, PUNE	RD-01	Solvent Base Developer suitable for RP-81 & RP-90	DEC2023
40	DYEGLO PVT. LTD, PUNE	FP-01	Fluorescent Solvent Removable Penetrant	DEC2023
41	DYEGLO PVT. LTD, PUNE	WD-01	Solvent Base Developer suitable for FP-01.	DEC2023

Note:-

1. Halogen content in Penetrant, Cleaner and Developer is 25ppm (max) and Sulphur content is 500ppm (max). However when using penetrant materials for Austenitic Stainless Steel, Titanium, Nickel base or other high temperature alloys, Halogen and Sulphur content shall not exceed 25ppm. Manufacture has to mention for each batch, the Sulphur and Halogen content in the label of each container for selection of Penetrant materials for the stated application.
2. Developer is to be used in Aerosol Cane to get the best results.


(Anoop Singh)
Head QA (Baroda & Dehej)

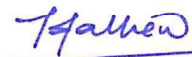
Through: Shri Sundar Singh, AD (QA, M-1 &4)


28.06.2022

→ Shri A.K. Deshmukh, AD (QA Group-2)


28.6.2022

→ Executive Director (QA)


28.06.2022

General Requirements for Quality Assurance Plans of Turbine Island Package for GHAVP-1&2

Legends used in Quality Assurance Plan:

- W: Witness, not hold. BHEL to give advance notice to customer to associate during checks/tests but work shall proceed.
 R: Review of records (by customer as indicated under column 'C').
 H / CHP: Customer Hold Point
 MTC: Material Test Certificate
 Obs. Sheet: Observation Sheet
 LS: Log Sheet
 COC: Certificate of Compliance

Abbreviations:

CRITICAL:- The characteristic of a component, process or operation failure of which will surely cause operating failure or intermittent troubles which is difficult to rectify at site or render the unit unfit for use or cause safety hazards.

MAJOR :- The characteristic of a component, process or operation whose failure may cause operation failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduce life or seriously affect aesthetics.

MINOR :- The characteristic of a component, process or operation whose failure neither materially reduce the use ability of the product in operation nor does it affect the aesthetic aspects

1. H / CHP - Customer Hold Point: NPCIL QS witness/clearance is mandatory before proceeding with further activities. This activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage (NPCIL QS/their authorized representative).
2. W-Witness point: Witness points are critical steps in manufacturing and examination/inspection/testing where the supplier is obliged to notify NPCIL QS sufficiently in advance (at least 7 days) the start of the operation / test so that the same may be witnessed. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "W" shall be 15 days. The supplier may proceed with the work past a witness point in consultation with NPCIL. QS or their authorised representative.
3. All test reports, test certificates & Quality control records shall be reviewed & accepted by BHEL before submitting the same for the review of NPCIL QS.

Bijay Bhattacharya

08.10.2022

21/10/2022
NPCL 9
गोरखा

N.K. Paul
 10.10.2022
 N. K. Paul
 NPCIL

4. Castings shall be procured from NPCIL/BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting will be witnessed by the supplier/NPCIL approved TPIA & sub vendor (as applicable). SS casting and forging shall be received in pickled & passivated condition.
7 days in advance intimation shall be given to all agencies.
5. Raw-material on the basis of co-related original material test certificate (MTC) from NPCIL/BHEL approved material manufacturer is acceptable. In absence of co-related material test certificate, all items will be PMI tested for establishing no. of heat/lot. And subsequent further tests as per material standard to be conducted on sample basis. Sampling will be decided on the basis of PMI. The samples for chemical and mechanical tests shall be drawn and witnessed by BHEL/NPCIL. Approved TPI / NPCIL. Chemical and mechanical tests shall be conducted in NPCIL/NABL approved laboratory only. BHEL QS shall submit all, MTCs and test reports after their review & acceptance to NPCIL. QS for final review and clearance. This review/verification & clearance by NPCIL QS is CHP. Stamping of raw material and stamp transfer shall be done by BHEL QS/NPCIL QS.
6. Wherever Customer Hold Point (CHP) is indicated, the supplier is to notify NPCIL QS or its authorised representative at least 7 days in advance. The above notice periods are BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "CHP" shall be 15 days.
7. Sample selection, for random witnessing of the inspection, examination, testing shall be done by NPCIL QS. Sampling plan, unless otherwise indicated, should generally be in accordance with IS 2500, Part-1, AQL:1%, Normal Level-II. (Refer - QA/D/MISC/PROC/SAMPLING/001 Rev.: 0).
8. All the procedures mentioned in the QAP like NDE procedures, hydro test, WPS etc. shall be checked, reviewed and approved by BHEL before submitting to NPCIL for approval. All NDE procedures shall have approval of Level III qualified personnel and prepared by Level-II person of BHEL/Sub-vendor.
9. The heat treatment furnaces shall have temperature recorder and valid calibration report. Calibration shall be done as per national standard /international standard/ as per NPCIL specification, if specified. All the calibration report will be checked by the NPCIL QS.
10. Calibrated instruments/gauges/thermocouples etc. shall be used during inspection and testing.
11. All NDT shall be carried out by Level-I/Level-II/Level-III & evaluated by Level -II/Level-III qualified person from ISNT/ASNT.
12. Chemicals used for LPT and MPT shall be from NPCIL approved brands only. BHEL will review TC's and reports before submitting to NPCIL.
13. Welding consumables shall be from NPCIL approved brand list. All batches of electrodes shall be tested as per referencing document.
14. Supplier can prepare their own NDE procedures meeting requirement of NPCIL specification and submit for approval. Alternatively, NPCIL procedure can be adopted by the supplier. The supplier shall submit the same and technique sheet along with modification, if any, for approval.
15. Inspection stages in the QAP are considering suppliers are from India based on past experience. In case of foreign suppliers, the QAP remains same, but the stage inspection extent (witness and hold points) may change, based on the type and strength of supplier to be

Buy Bhushan

08.10.2022

10/10/2022
N.K. Paul
NPCIL

finalized after mutual discussion. Change in inspection extent will depend upon the participation of BHEL during manufacturing of items in foreign countries. It is expected that the participation of BHEL will be same or more as indicated in the QAP.

16. Spares shall undergo same testing/inspection requirements as per original items.
17. All items shall be stamped by vendor's name/monogram apart from item description, size, serial no., class, material code, rating, grade, etc. and meeting MSS-SP-25 and NPCIL specification.
18. Certified material test report (indicating material, size, item description, lot no., heat no., NDE report nos., check test certificate, vendors final certificate nos., etc.) shall be submitted.
19. The contractor / manufacturer shall prepare "History Docket" for the items supplied, compiling various inspection / test reports and also other relevant documents as per the tender specification/NPCIL procedure, and submit to NPCIL QS prior to issue of complete/ final Shipping Release (SR) (on completion of entire PO/SPO). As the final SR will be a part of History Docket, issuance of final SR & review of History Docket by NPCIL. QA shall be done simultaneously.
20. Bevel end/ SW ends shall be suitably protected from any damage.
21. In case of material/item acceptable to NPCIL on the basis of compliance certificate, the same to be provided by OEM and shall be certified by the BHEL.
22. Reference documents as mentioned in Quality Assurance Plan shall be shown to Customer at the time of inspection for BHEL shop manufactured items.
23. Brazing and Brazing Procedure Qualification shall be NPCIL approved. Brazing and Brazing Procedure Qualification shall be done in the presence of NPCIL QA representative. Only approved Brazing by NPCIL shall perform NPCIL jobs.
24. During manufacturing, only latest revision of drawings/specifications/procedures/code shall be used.
25. Whenever witnessing (W) by NPCIL is specified, BHEL's representative shall also witness the test.
26. Inspection call should be raised such that there is optimisation of visits and inspection activities.

Brij Bhushan
C.B. B. Tripathy
 BHEL HWR

Arvind Sudani
 (Arvind Sudani)
 BHEL, HWR

10/10/22
10/10/22
 NPCIL
10/10/22
10/10/22

10.10.2022
N. K. Paul
 NPCIL



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LTD.
(A Government of India Enterprise)
गुणवत्ता आश्वासन निदेशालय
Directorate of Quality Assurance
नाभिकीय ऊर्जा भवन, अणुशक्तिनगर, मुंबई-400 094
Nabhikiya Urja Bhavan, Anushaktinagar, Mumbai-400094
Corporate Identification No. U40104MH1987GOI149458



अक्कला रामू Akkala Ramu

उत्कृष्ट वैज्ञानिक Outstanding Scientist

अधिशासी निदेशक (गुणवत्ता आश्वासन) Executive Director (QA)

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संख्या /No. NPCIL/ED (QA)/2024/M/ 203

तिथि: September 18, 2024

Sub: Updated List of approved brands of welding consumables (for Non-Nuclear Applications i.e., for jobs which are not designed and manufactured as per ASME Section III)

The lists of approved brands of welding consumables for use on NPCIL jobs (for Non- Nuclear Applications) as on 18.09.2024 are enclosed herewith:

- 1) List of approved Carbon steel & Low Alloy Steel Welding Electrodes (2 sheets)
- 2) List of approved Stainless Steel & other Ni Alloy electrodes (2 Sheets)
- 3) List of Approved Brands of Wire and Wire flux combination (2 Sheets)

The approvals are granted in conformance to the requirements stipulated in procedure for approval of Welding Consumables (QAD/Proc/Welding Consumables/002 Rev3) and ASME Section II Part C. Testing/ Qualification for each lot/batch wherever called for in specific cases shall be carried out before use on jobs.

Please note that the lists attached with this letter are for **Non-Nuclear** uses (i.e., for jobs which are not designed and manufactured as per ASME Section III). A separate list is maintained for Nuclear Applications and same shall be referred for ASME Section III jobs

अ. रा. 18.09.2024
(अक्कला रामू Akkala Ramu)
Executive Director (QA)

For information to all concerned through NPCIL QAD Webpage

**1). LIST OF APPROVED CARBON STEEL AND LOW ALLOY STEEL ELECTRODES AS ON 18.09.2024 for
Non- Nuclear Use**

(Note: The approvals are granted in conformance to the requirements stipulated in procedure for approval of Welding Consumables (QAD/Proc/Welding Consumables/002 Rev:3) and ASME Section II Part C. Testing/ Qualification for each lot/batch wherever called for in specific cases shall be carried out before use on jobs. This list is for **Non-Nuclear** uses (i.e., for jobs which are not designed and manufactured as per ASME Section III). A separate list is maintained for Nuclear Applications and same shall be referred for ASME Section III jobs.)

SR. NO	MANUFACTURERS	BRAND NAME	AWS NO.	VALID UP TO
1.	ADOR WELDING LIMITED, SILVASSA	MOLYTEN	E7018-A1	July 2026
2.	ADOR WELDING LIMITED, SILVASSA	CROMOTEN	E8018-B2	July 2026
3.	ADOR WELDING LIMITED, SILVASSA	CROMOTEN C	E9018-B3	July 2026
4.	ADOR WELDING LIMITED, SILVASSA	TENALLOY Z PLUS	E7018-1	July 2027
5.	ADOR WELDING LIMITED, SILVASSA	SUPABASE X PLUS	E7018	February- 2029
6.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPERON 7018S (SUPERCITO7018S)	E7018-1	June 2026
7.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPERON 7018 (SUPERCITO)	E7018	June 2026
8.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPERON 6013S (OVERCORD S)	E6013	June 2026
9.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL THERM SPL.	E7018-1	March 2027
10.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL CHROME 1	E8018-B2	July 2028
11.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL CHROME 2	E9018-B3	July 2028
12.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL THERM MOLY	E7018-A1	July 2028
13.	ROYAL ARC ELECTRODES LTD, UMBERGAON	Royal S	E6013	September 2028
14.	ROYAL ARC ELECTRODES LTD, UMBERGAON	Royal Therm	E7018	September 2028
15.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RATNA 7018 SPL	E7018-1	February 2025
16.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RATNA 7018	E7018	April 2029
17.	D&H SECHERON ELECTRODES PVT. LTD, Indore	EXOBEL	E6013	May 2026

18.	D&H SECHERON ELECTRODES PVT. LTD, Indore	MEDIO	E6013	May 2026
19.	D&H SECHERON ELECTRODES PVT. LTD, Indore	SUPRATHERME	E7018	May 2026
20.	D&H SECHERON ELECTRODES PVT. LTD, Indore	MOLYTHERME	E7018-A1	May 2026
21.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST LH-18	E7018	August 2026
22.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST LH-18-1	E7018-1	August 2026
23.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST CROMO 0500	E7018-A1	July 2026
24.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST CROMO 1500	E8018-B2	July 2026
25.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST CROMO 2251	E9018-B3	July 2026


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 18.09.2024 18/09/2024
 (अक्कला रामू Akkala Ramu)
 Executive Director (QA)

**2). LIST OF APPROVED STAINLESS-STEEL & OTHER ALLOY ELECTRODES AS ON 18.09.2024 for
Non- Nuclear Use**

(**Note:** The approvals are granted in conformance to the requirements stipulated in procedure for approval of Welding Consumables (QAD/Proc/Welding Consumables/002 Rev:3) and ASME Section II Part C. Testing/ Qualification for each lot/batch wherever called for in specific cases shall be carried out before use on jobs. This list is for **Non-Nuclear** uses (i.e., for jobs which are not designed and manufactured as per ASME Section III). A separate list is maintained for Nuclear Applications and same shall be referred for ASME Section III jobs.)

SR. NO	MANUFACTURER	BRAND NAME	AWS No.	VALID UP TO
1.	ADOR WELDING LIMITED, SILVASSA	BETANOX-DL	E309L-16	July 2026
2.	ADOR WELDING LIMITED, SILVASSA	SUPERINOX-2C	E316L-16	July 2026
3.	ADOR WELDING LIMITED, SILVASSA	SUPERINOX-1C	E308L-16	July 2026
4.	ADOR FONTECH LIMITED, BENGALURU	LH511	ENiCu-7	December 2025
5.	ADOR FONTECH LIMITED, BENGALURU	LH-521	ENiCrFe-3	December 2025
6.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPER OPTIMAL 309 MOL	E309LMo-16	February 2025
7.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPER OPTIMAL 308 L	E308L-16	February 2025
8.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPER OPTIMAL 309 L	E309L-16	February 2025
9.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPER STAINLESS 347-16	E347-16	February 2025
10.	SUPERON SCHWEISSTECHNIK INDIA LTD, DELHI	SUPER OPTIMAL 316 L	E316L-16	February 2025
11.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RATNA 308L	E308L-16	February 2025
12.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RATNA 316L	E316L-16	February 2025
13.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL 1C	E308L-16	October 2024
14.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL 2C	E316L-16	October 2024
15.	ROYAL ARC ELECTRODES LTD, UMBERGAON	ROYAL D2L	E309L-16	October 2024
16.	D&H SECHERON ELECTRODES PVT. LTD, Indore.	RUTOX-D	E316L-16	May 2026
17.	D&H SECHERON ELECTRODES PVT. LTD, Indore.	RUTOX-B	E308L-16	May 2026

18.	D&H SECHERON ELECTRODES PVT. LTD, Indore.	Cronitherme-25/12	E309-16	May 2026
19.	D&H SECHERON ELECTRODES PVT. LTD, Indore.	D&H-1212 (NS)	ENiCrFe-3	May 2026
20.	D&H SECHERON ELECTRODES PVT. LTD, Indore.	D&H-1250	ENiCu-7	May 2026
21.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST 308L	E308L-16	August 2026
22.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST 316L	E316L-16	August 2026
23.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST 309L	E309L-16	August 2026
24.	WELDFAST ELECTRODES PVT. LTD, Nagpur	WELDFAST 309 MoL	E309LMo-16	August 2026


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 (अक्कला रामू Akkala Ramu)
 Executive Director (QA)

3) List of Approved Brands of wire and wire flux combination as on 18.09.2024 for Non- Nuclear Use

(Note: The approvals are granted in conformance to the requirements stipulated in procedure for approval of Welding Consumables (QAD/Proc/Welding Consumables/002 Rev:3) and ASME Section II Part C. Testing/ Qualification for each lot/batch wherever called for in specific cases shall be carried out before use on jobs. This list is for **Non-Nuclear** uses (i.e., for jobs which are not designed and manufactured as per ASME Section III). A separate list is maintained for Nuclear Applications and same shall be referred for ASME Section III jobs.)

SR NO	MANUFACTURERS	BRAND NAME	AWS NO.	VALID UPTO
1.	ADOR WELDING LIMITED, SILVASSA	TIGINOX-308L	ER308L	July 2026
2.	ADOR WELDING LIMITED, SILVASSA	TIGINOX-309L	ER309L	July 2026
3.	ADOR WELDING LIMITED, SILVASSA	AUTOMIG 70S-6	ER70S-6	April 2029
4.	ADOR WELDING LIMITED, SILVASSA	AUTOMELT B71 +AUTOMELT EH14	F7A2-EH14	February 2029
5.	ADOR WELDING LIMITED, SILVASSA	TIGFIL 90S-B3	ER90S-B3	January 2026
6.	ADOR WELDING LIMITED, SILVASSA	TIGFIL 70S-2	ER70S-2	July 2027
7.	ADOR FONTECH LIMITED, BENGALURU	TIG 120	ER308L	October 2024
8.	ADOR FONTECH LIMITED, BENGALURU	TIG 121	ER316L	October 2024
9.	ADOR FONTECH LIMITED, BENGALURU	TIG 123	ER309L	October 2024
10.	ADOR FONTECH LIMITED, BENGALURU	TIG 120S	ER347	October 2024
11.	ADOR FONTECH LIMITED, BENGALURU	TIG 521	ERNICR-3	October 2024
12.	VENUS WIRE INDUSTRIES PVT. LTD, KHOPOLI	VENUS 308L	ER308L	November 2026
13.	VENUS WIRE INDUSTRIES PVT. LTD, KHOPOLI	VENUS 316L	ER316L	November 2026
14.	VENUS WIRE INDUSTRIES PVT. LTD, KHOPOLI	VENUS 309L	ER309L	November 2026
15.	VENUS WIRE INDUSTRIES PVT. LTD, KHOPOLI	VENUS 347	ER347	November 2026
16.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RAAJTIG ER 308L	ER308L	February 2025
17.	RAAJRATNA ELECTRODES PVT. LTD, AHMEDABAD	RAAJTIG ER 316L	ER316L	February 2025
18.	D&H SECHERON ELECTRODES PVT. LTD, Indore	F70S-2	ER70S-2	May 2026



19.	D&H SECHERON ELECTRODES PVT. LTD, Indore	FW-309L	ER309L	May 2026
20.	D&H SECHERON ELECTRODES PVT. LTD, Indore	FW-308L	ER308L	May 2026
21.	WELDFAST ELECTRODES PVT. LTD, Nagpur	MIGFAST-1	ER70S-6	August 2026
22.	WELDFAST ELECTRODES PVT. LTD, Nagpur	TIGFAST-3	ER70S-2	August 2026

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 (अक्कला रामू Akkala Ramu)
 Executive Director (QA)

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

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

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED 'PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),
ORDER, 2017 ISSUED BY DPIIT VIDE OM NO. P-45021/2/2017-PP(BE-II) PART
(4) VOL. II DATED 19.07.2024 AND SUBSEQUENT ORDER(s)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Revised 'Public Procurement (Preference to Make in India), Order, 2017 issued by DPIIT vide OM No. P-45021/2/2017-PP(BE-II) Part (4) Vol. II dated 19.07.2024 and subsequent order(s).

Ref: 1) Enquiry No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Revised 'Public Procurement (Preference to Make in India), Order, 2017 issued by DPIIT vide OM No. P-45021/2/2017-PP(BE-II) Part (4) Vol. II dated 19.07.2024 and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

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

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO

xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Ge M Bid No:

Having examined the tender documents against your GeM Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1| GeM Bid No:,

2| All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION / BANKRUPTCY PROCEEDINGS

Ref. GeM Bid Specification No:

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM Bid No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Date:

DECLARATION

Date _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable

- 1.** The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

- 2.** The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ... | |

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

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

Note:

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

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

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 _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit MICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. _____, whose signature given below herewith to be true and lawful Attorney of M/s. _____ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with _____vide GeM Bid No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____ this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. _____ (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "**Agreement**") entered into on this day of June, 20.. (the "**Effective Date**")

By and Between

Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India), a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "**BHEL**" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

ABC, a Company incorporated under the laws of and having its registered office at (hereinafter referred to as "ABC").

The party who is receiving information would be referred as Receiving Party and the party who is disclosing information would be referred as Disclosing Party, as the context requires.

WHEREAS

- (A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India ('the Purpose');
- (B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;
- (C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and
- (D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

NOW, THEREFORE and in consideration of the promises made herein, their mutual and individual interests, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

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1. **PURPOSE:** Purpose to ne mentioned here.
 2. **DISCLOSING PARTY.** means a Party that discloses the confidential information to the other party under this agreement.
 3. **RECEIVING PARTY** means a Party that receives the confidential information from the other party under this agreement.
 4. **Confidential Information**
 - (a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.
 - (b)
 - (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.
 - (ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.
 - (c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:
 - (1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;
 - (3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

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- (4) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

- (d) Notwithstanding any other provision of this Agreement, the Receiving Party shall be permitted to disclose Confidential Information if such disclosure is in response to a valid order of a court or other governmental body, provided, however, that the Receiving Party shall be required to give prior notice in writing to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order including that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

5. **Disclosure**

In consideration of the disclosure of Confidential Information by, the Recipient hereby agrees to:

- (a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or

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- c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

Each Party will comply with all applicable data protection laws and regulations. Where applicable in particular if one Party receives access to and processes personal data on behalf of the other party in connection with this Agreement and such processing agreement, the Parties will enter into any required data processing of other data protection agreement

6. Restriction on Use

- (a)** The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b)** The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c)** The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d)** The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.

(e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.
- (b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

The Confidential Information shall be disclosed on an "**as is**" basis only and without any warranties of any kind, including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. No Further Business Arrangement

Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other. This Agreement does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties.

10. Term

The term of this Agreement shall commence on the Effective Date and valid for the period of two (2) years. The Disclosing party shall have a right to terminate this Agreement by giving a written notice of 30 days to the Receiving Party. However, the Receiving Party obligation to protect and restrict the use of Confidential Information under this Agreement shall continue until such time as the Disclosing Party discloses it to the public or when it otherwise becomes part of the public domain through no action of the Receiving Party.

11. Injunctive remedy

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the

Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The affected Discloser shall be entitled to recover all its damages, costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

Recipient shall notify the Disclosers immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

14. Survival

The provisions of Clauses 8, 9 & 10 of this Agreement, and the rights and obligations contained there under shall not terminate upon termination of this Agreement.

15. Governing Law & Dispute Resolution

The contract shall be governed by the Law for the time being in force in the Republic of India. Civil Court having original Civil Jurisdiction at (name of Place) shall alone have exclusive jurisdiction in regard to all matters in respect of this agreement.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____(the place from where the contract is issued)

16. No Publication

Neither Party shall disclose, publicise or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

17. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
- (e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

All notices, documents, consents, approvals or other communications (a 'Notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail to the person at the address specified herein below, or by telex, facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown herein below. Any Notice sent by mail shall be deemed to have been duly served on receipt of delivery confirmation. Any Notice sent by telex facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

Notice if to:

BHEL, then to,

Phone :

Fax :

E-mail :

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document.

IN WITNESS WHEREOF, of their Agreement to the terms and conditions contained herein, the undersigned have caused this Agreement to be executed by their duly authorized representatives:

For Bharat Heavy Electricals Limited	For ABC
Signature: Name: Designation:	Signature: Name: Designation:
Signature: Name: Designation:	Signature: Name: Designation:

BOTH SIDED