

Annexure - A
(Technical terms and Material Specification)

BHEL REF NO. D6A1Z50311

Annexure - A
(Technical terms and Material Specification)

Item No.	Material Code.	Description	Qty	Technical terms and Material specification	Vendor's confirmation
1	HE9751684013	TITANIUM GLANDLESS GLOBE VLV 1" 300#	15	MATERIAL SHALL BE AS PER FOLLOWING: i) AS PER SPECIFICATION HE51684 REV 00. ii) AS PER QAP SQP_R00_ HE51684_TITANIUM VALVE REV: 00 DT:17.09.2026 iii) 100% INSPECTION AND CERTIFICATION BY BHEL QC / BHEL TPIA.	

Vendor's
Sign With Seal



**SPECIAL CONDITIONS OF CONTRACT FOR
ENQUIRY NO. D6A1Z50311**

Sl. NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
I TECHNICAL TERMS				
1		DESCRIPTION, SIZE & QUANTITY	As per Annexure-A ; Duly filled and attested copy to be submitted along with offer documents giving confirmation to the same.	
2		Technical terms and Material specification	As per Annexure-A ; Duly filled and attested copy to be submitted along with offer documents giving confirmation to the same.	
3		QUALITY PLAN	As per Annexure-A ; Duly filled and attested copy to be submitted along with offer documents giving confirmation to the same.	
4	36	INSPECTION & CERTIFICATION CHARGES	i) As per Annexure-A; Signed and attested copy to be submitted along with offer documents giving confirmation to the same. ii) For BHEL TPIA inspection, vendor's offer will be loaded by appropriate percentage for evaluation of offers, currently it is 0.188%. iii) NON-PRODUCTIVE VISIT AT PLACE OF INSPECTION (TPI Inspection): If no material is offered or all material is rejected, the visit is deemed non-productive. The full visit charges will be recovered from the defaulting supplier and paid to the TPIA.	
5		PQC	Duly filled, signed & attested PQC document HE/PQC/TITANIUM GLOBE VALVES/00 REV.01 Dt: 26.09.2026 to be submitted along with supporting documents & supply references for the similar Items.	
II COMMERCIAL TERMS				
1	3A	Mode of Submission	Conventional mode and offers shall be submitted as mentioned at Cl.No.5.B(i) of ITB. Note: Offer shall be submitted in two part bid system Part-1 (i.e, Techno-Commercial bid including Pre-Qualification) and Part-2 (Price Bid) separately in two sealed covers indicating our enquiry No. D6A1Z50311 , date and tender due date clearly.	
2	6A	TERMS OF DELIVERY	FOR BHEL RC Puram	
3	10	Price Validity	90 Days from Part-I bid opening date.	
4	12	Tender Cost	Not Applicable.	
5		Earnst Money Deposit	Not Applicable.	
6	17	Performance Bank Guarantee	Not Applicable.	

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7	8	Delivery	Within 4 Months from the date of PO Note: For any deviation in delivery period for each item and schedule as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.	
8	5	Type of bid	Offer shall be submitted in 2-Part bid with Part-1 consists of Techno-commercial bid and Part-2 consists of Price bid.	
9		Techno-Commercial Bid	Techno-Commercial Bid shall essentially consist of: (i) Duly filled in signed and stamped Special Contract Conditions (SCC). (ii) Duly filled in signed and stamped Annexure A (Technical terms and Material specification) (iii) Duly filled in signed and stamped Instructions to Bidder (ITB) along with applicable Annexures mentioned therein (Annexure-I,II,III,IV). (iv) Udyam Registration Certificate for MSE vendors. Note: Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.	
10		Price Bid	Vendor shall quote on Rate / piece basis.	
11	18	Evaluation Basis	L1 bidder will be evaluated on Total destination cost to BHEL basis. Sign and stamp copy of Annexure-A to be submitted along with offer documents giving confirmation to the same.	
12	9	Price Variation Clause	Not Applicable.	
13	Others	Quantity Split	Not Applicable.	
14		Purchase Preference to MSE/MII Vendors	100%	
15	7	Additional Documentation for Payment	- MTC, CQIR along with Internal TCs and Customer inspection report as per approved QAP. - Guarantee Certificate	
16	13	Maximum Penalty Applicable on	Delayed Portion Value.	
17	16	Guarantee	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
18		Tender Finalisation	Tender will be finalized through Price bid opening.	
			In case vendor response is 'NOTED/OK' against any clause in documents like PQC, SCC, ITB. The same shall be treated as CONFIRMED for that particular clause.	



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Sl. NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
19		TERMS & CONDITIONS	Vendor is requested to furnish all details of the offer in this format. In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this SCC document only shall be considered and those furnished else where shall be ignored.	



(Attachment to Enquiry No. XXXXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)

INSTRUCTIONS TO BIDDER (ITB)

NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".

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



5	BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:		
A	For Single Part Bids:		
	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, 4 th Floor Administrative Building, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at Admin II Gate on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID pricebid_hyd@bhel.in only as an attachment.		Non Deviatable
B.	For two-Part Bids:		
i	The offer is to be submitted in two parts viz., Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <u>except the price</u>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date. Both the above covers (Part –I & II) shall be kept in a Third cover superscribing Enquiry no. & due date. Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		Non Deviatable
ii	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.		
iii	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL , warrant changes in prices.		Non Deviatable
C	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
6	DELIVERY TERMS		
A	Indigenous Purchase		
	a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination. b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works. i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination. ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.		
B.	Imports		
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.		
7	Documentation for Payment		
A	Indigenous Purchase		
	Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site a. Two numbers of Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance)/ e-invoice of GST Portal if applicable) b. Packing List - clearly showing number of packages, gross weight and net weight. c. Test/Warranty/Guarantee certificates, O&M Manual (If specified in SCC) d. Insurance intimation/declaration certificate e. Pre-dispatch Inspection report /Third Party Inspection Certificates. f. Consignee copy of LR signed & stamped by Customer/Site representative for DD Items g. e-waybill h. Any other documents as specified in SCC.		Non Deviatable

B	Softcopies of the above documents shall be uploaded in SUVIDHA portal https://suvidha.bhel.in/suvidha/ or https://hpep.bhel.com/mm/main.jsp Vendor Bills tab. immediately after dispatch of the material. Upload of Documents is mandatory for material Entry. Imports i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery. For Hazardous cargo/DG cargo, supplier must provide the following documents prior to handing over shipment to freight forwarder, wherever freight is in BHEL scope: 1. Valid MSDS 2. DGD certificate with appropriate UN numbers. 3. Labelling and marking on DG cargo along with photo of packaging. 4. Self-declaration for consignment 5. Packaging Certificate as per DG Standards 6. TSA Approved Truckers details to be provided to forwarder at the time of shipment In addition to the above, supplier should ensure to comply all IATA DG regulations, if any new requirement is added in future. ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin & Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (https://hpep.bhel.com/mm) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in. iii) AWB/BL must contain the information of BHEL GST no., and PAN no. iv) Air Shipments: Bidder shall ensure the following a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC). b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier. c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations. d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment. e) Following dimensions of single package may be noted. - i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63" - ii). Maximum weight of the cargo -- 3.5 MT. If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder. - f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support. v) Sea Shipments:- bidder shall ensure the following - a). Port of discharge -- Nhavaseva/Mumbai/Chennai. - b). Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS. - c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt. - d). If the material cannot be containerized in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder. e). For CIP shipments 1. In case of FCL shipments, Detention free period must be 14 days. 2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment. 3. No charges for the services rendered till place of destination will be payable by BHEL. Incase liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account. 4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill. 5. bidder must insure the cargo for 110% of material value including the freight amount. (vi). Recovery charges for non-submission of documents: - Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.	
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	If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector A. For FOB Sea Consignments:- Penalty for late submission / negotiation of documents beyond 14 days shall be as under: <table><tr><th rowspan="2">Sl. no</th><th rowspan="2">Period (From Date of Bill of Lading)</th><th>Recoverable Charges</th><th colspan="2">Recoverable Charges per day per container</th></tr><tr><th>LCL per Break bulk cargo per day</th><th>20FT Container</th><th>40FT Container</th></tr><tr><td>i</td><td>Upto 14th day</td><td>Nil</td><td>Nil</td><td>Nil</td></tr><tr><td>ii</td><td>15th day onward</td><td>USD 10</td><td>USD 110</td><td>USD 200</td></tr></table> B. For CIP Sea Shipments: - Bidder shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Bidder as per the rates quoted by the Bidder at the time of offer in this regard. In case of Break bulk cargo and LCL, Demurrage charges shall be recovered at the rate of USD 1 per Ton per day and storage charges at the rate of USD 10 per week respectively shall be charged as late presentation charges. (vii) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C Any other additional documents sought by the statutory authorities, the same shall be produced by the bidder on priority basis. (viii) Bidder shall provide package details including number of packages, gross weight, net weight etc. (ix) The bidder shall provide the following documents at the time of submission of offer: a) No Business Connection in India declaration issued by the bidder as per the format specified. (or) b) (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified. (ii) Tax Residence Certificate issued by the bidder's tax authorities. (iii) Form 10F, as attached in Annexure V, to be issued by the bidder. c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.	Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container		LCL per Break bulk cargo per day	20FT Container	40FT Container	i	Upto 14th day	Nil	Nil	Nil	ii	15th day onward	USD 10	USD 110	USD 200		
Sl. no	Period (From Date of Bill of Lading)			Recoverable Charges	Recoverable Charges per day per container																
		LCL per Break bulk cargo per day	20FT Container	40FT Container																	
i	Upto 14th day	Nil	Nil	Nil																	
ii	15th day onward	USD 10	USD 110	USD 200																	
8	Delivery Schedule																				
	The tendered goods shall be delivered within the period stipulated in NIT/ SCC as accepted. Inordinate delay/early supply are liable for rejection/Hold on payment.		Non Deviatable																		
9	Pricing Terms																				
	Quoted price shall be inclusive of Packing & Forwarding and shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the SCC.		Non Deviatable																		
10	PRICE VALIDITY :																				
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period as specified in SCC.		Non Deviatable																		



11	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)	
A	Indigenous Purchase i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer. ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer. iii) Bidder to quote the applicable taxes in the following manner: - Harmonized System of Nomenclature (HSN) of Goods - Services Accounting Code(SAC) of Services. - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services. v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated. vi) Any other taxes & duties not covered anywhere above may be indicated separately. Taxes deducted at source: - TDS as per the extant statutes shall be deducted. - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. - Concessional certificates, if any, should be provided well in time for lower deduction of tax.	Non Deviatable
	Terms & Conditions to be complied 1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. 2. Reimbursement of GST amount will be made only upon completion of the following: i. Bidder declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal. 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices. 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest. 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/ leviable on BHEL. 6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal. 7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities. 8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled. 9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 - Central Tax dated 01-08-2022 shall be provided on the invoice. 10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach. 11. No GST shall be levied on liquidated damages / penalty.	



B.	Foreign Purchase (Imports)	The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price. Taxes deducted at source: a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered. b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.	Non Deviatable
12	Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.		
A	Indigenous: a. Micro & Small Enterprises (MSEs) - 100% EFT payment within 45 days b. Medium Enterprises - 100% EFT payment within 60 days c. Non MSME Bidders - 100% Direct EFT Payment within 90 Days Note A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Objections, if any on the invoice, available on SUVIDHA portal need to be closed. In such instances, due date is reckoned from the closure of objections. Vendors are advised to get familiarized with the document exchange feature on SUVIDHA portal. Payment will be made for Material accepted value. B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less. D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. E. In case of packaged items, 10% of supply value will be retained till completion of total supplies. F. Bidders to comply with clause 11 on GST requirements G. MSE benefits are not applicable to Traders / Wholesalers registered as MSEs. H. . In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, MI xchange, Invoicemart, KReDX), authorised by the Reserve Bank of India. Supplier will have the option to change the TReDS platform from the drop down menu on Suvudha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."		
B	Imports: i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 45 days - Cash Against Documents (CAD) ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50% iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate; as on the date of payment after successful completion of the contract.		
C	Conditions for LC: a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account. b. LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 15 bank working days from the date of request.		Non Deviatable
D	Conditions for both Indigenous & Foreign Bidders: a. In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable. b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim. c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.		Non Deviatable



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

18	Evaluation and Loading Criteria: i) Evaluation Currency for this tender shall be "INR". ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC. iii) Evaluation shall be on the basis of delivered cost, i.e. "Total Cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding. INDIGENOUS a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL. b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value. c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at "Total Cost to BHEL" IMPORTS For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. In case of foreign Bidders, the quoted price shall be loaded by the following factors to arrive at "Total Cost to BHEL": - Import duty as applicable on the date of Part-I bid opening. - Loading will be as per the table below <table><tr><th></th><th>Ex Works</th><th>FOB/F CA</th><th>CIF/C FR</th><th>CIP</th></tr><tr><td>Foreign Inland freight and insurance</td><td>2%</td><td></td><td></td><td></td></tr><tr><td>Marine freight and marine insurance</td><td>3%</td><td>3%</td><td></td><td></td></tr><tr><td>Destination Port handling charges</td><td>0.50%</td><td>0.50%</td><td>0.50%</td><td></td></tr><tr><td>clearing charges & inland freight and insurance</td><td>2%</td><td>2%</td><td>2%</td><td>2%</td></tr></table> COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation. B. Loading for payment terms as per clause 12 of ITB C. Loading for deviation in Warranty & PBG as per clause 16,17.		Ex Works	FOB/F CA	CIF/C FR	CIP	Foreign Inland freight and insurance	2%				Marine freight and marine insurance	3%	3%			Destination Port handling charges	0.50%	0.50%	0.50%		clearing charges & inland freight and insurance	2%	2%	2%	2%
	Ex Works	FOB/F CA	CIF/C FR	CIP																						
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clearing charges & inland freight and insurance	2%	2%	2%	2%																						
19	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.																									
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.																									
21	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.																									
22	Public Procurement																									
A	Make in India For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditor's certification is given in Annexure III.																									

B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. GOI website https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.			
C	Startups: For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.			
23	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase			
A	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. 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 in the tender, offer shall be processed construing that the bidder is not falling under MSE category. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.			
B	MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) and subsequent amendments & clarifications, if any. Documents NSIC/UDYAM Certificate submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.			
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.			
D	BHEL HPEP is registered with TReDS (RXIL , M1XCHANGE , InvoiceMart) platform. MSME bidders are requested to get registered with TReDS(RXIL / M1XCHANGE / InvoiceMart/ exchanges added from time to time) platform to avail the facility as per the GOI guidelines.			
24	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.			
25	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.			
26	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.			
27	<u>BREACH OF CONTRACT, REMEDIES AND TERMINATION</u> 27.1 BREACH OF CONTRACT: 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			

	27.2 Remedies in case of Breach of Contract.: i. Wherein the period as stipulated in the notice issued under clause 27.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the 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. 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 encashed. 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 sub clause (a) 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. ix. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD). 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.
28	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
29	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
30	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
31	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com
32	Ordering and confirmation of order
	The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O. Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
33	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
34	Progress Report
	The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal (https://hpep.bhel.com/mm/). Non updation will adversely affect service rating of bidder performance.



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



41	Export Administration Regulations
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.
42	Force Majeure
	The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
43	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
44	Settlement of Disputes
	Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration The bidder shall continue to perform the contract, pending settlement of disputes(s).
45	Conciliation clause
	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB
46	ARBITRATION
	46.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 45 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 IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules. 46.2 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 IAMC. The Notice shall be addressed to the Head of the 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. 46.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC 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. 46.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 46.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad. 46.6 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 Hyderabad. 46.7 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. 46.8 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.		
	46.9 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 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. 46.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 46.9. 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. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.		
47	Applicable Laws and jurisdiction of Courts		
	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 46 of this contract, the Civil Court having original Civil Jurisdiction at Hyderabad, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract."		
48	BHEL-Fraud prevention policy shall be adhered to.		
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/ .		
49	Suspected Cartel Formation		
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines .		
50	Treatment of cases regarding conflict of interest: The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a subcontractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.		
51	Escalation Matrix		
	Details	Name	Contact Number
	Authorised representative		
	Technical In-charge		
	Finance and Taxation		
	Escalation for above		



52	Grievance Redressal Mechanism
	To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”

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

Annexure-I

Major Activity timelines shall be considered for indigenous purchases

S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	____ 7 ____ days from PO
2	Submission of Drawings and QP	Vendor	____ 7 ____ days from PO
3	Approval of Drawings and QP	BHEL / Customer	____ 15 ____ days from PO
4	Raising of Final Inspection Call	Vendor	____ 15 ____ days before PO delivery date.
5	Inspection completion	Self/BHEL/Third party inspection agency	____ 7 ____ days from date of inspection proposed by vendor.
6	Dispatch Instructions	BHEL	____ 3 ____ days from vendor request date after final inspection.

Vendor's Sign with seal.

Annexure - III

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

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

Annexure - IV

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

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

Sd/-

Authorised Signatory with Stamp

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

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

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ ("Effective Date") by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as "BHEL" or "the company").

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the "Supplier").

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

RECITALS

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

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

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

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

1. Definitions:

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

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. **Ownership:**

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

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

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

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

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

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

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

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

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

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

11. Governing Law & Jurisdiction:

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

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

PRE-QUALIFICATION CRITERIA		Document no: HE/PQC/TITANIUM GLOBE VALVES/00 REV.01 Dt: 26.09.2026		
GLANDLESS TITANIUM GLOBE VALVES				
S.No.	BHEL Requirement	Suppliers' Confirmation	Deviation if Any	Remarks
1	Suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.			
2	a) The Original Equipment Manufacturer (OEM) of the offered valves b) An authorized dealer/distributor/channel partner of the OEM. In such cases, a valid authorization certificate from the OEM			
3	Name, address, e-mail id, contact no.etc. of Supplier			
4	Supplier to confirm/provide the following criteria/documents for evaluation of offer.			
	a) The supplier should have the proven experience in supply of Globe or Gate Valves for sea water application during the last seven (10) years ending on the date of bid opening. Material of construction : Titanium for sea water application			
	b) The supplier meeting above criteria 4(a) shall provide the following documents in support (1) Purchase Order reference number for BHEL order(s). Purchase order copy in case ordered by other Customer(s). (or) any other document which provides the above details Note : Suppliers shall furnish maximum upto 03 numbers of latest customer reference details. All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.			
	(c) BHEL reserves the right to cross verify with the above such Customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory, the offer will be technically rejected.			
5	Offers without the requirement of above 4(a) will not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
6	Vendors to submit their bid in 2- part system i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-Commercial Bid and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			

TD 106-1 Rev No.06 Form No.		PRODUCT STANDARD HYDERABAD		Prod. Std. No. HE51684													
				REV. NO. 00													
				PAGE 1 OF 8													
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		SPECIFICATION FOR PROCUREMENT OF TITANIUM GLANDLESS GLOBE VALVE – 1" NB, ASME CLASS 300 1.0 Scope: Supply of 1" NB, Class 300, flanged-end, glandless globe valve, complete with all internal and external components, suitable for continuous service with seawater: - Nominal size: 1" NB - Pressure class: ASME Class 300 - Design/operating pressure: 43 kg/sq.cm(g) - Operating temperature: 60°C - Service: Seawater - Valve type: Globe valve, glandless construction - Body material: Titanium - Valve trim/wetted parts: Titanium - Non-wetted part: Titanium or any corrosion resistant material. 2.0 Applicable Standards: The valve shall be designed, manufactured, inspected and tested in accordance with the latest applicable editions of the following standards: <table border="0"> <thead> <tr> <th>Item</th> <th>Standard</th> </tr> </thead> <tbody> <tr> <td>Valve design/manufacture</td> <td>API 623 / applicable recognized globe-valve standard</td> </tr> <tr> <td>Flanged ends</td> <td>ASME B16.5</td> </tr> <tr> <td>Pressure-temperature rating</td> <td>ASME B16.5</td> </tr> <tr> <td>Face-to-face dimensions</td> <td>ASME B16.10, where applicable</td> </tr> <tr> <td>Pressure testing</td> <td>API 598 / applicable valve testing standard</td> </tr> </tbody> </table>				Item	Standard	Valve design/manufacture	API 623 / applicable recognized globe-valve standard	Flanged ends	ASME B16.5	Pressure-temperature rating	ASME B16.5	Face-to-face dimensions	ASME B16.10, where applicable	Pressure testing	API 598 / applicable valve testing standard
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Pressure testing	API 598 / applicable valve testing standard																
Ref.Doc.	Revisions: Refer to record of revisions.	Prepared: B VENKANNA	Approved: UMESH MENON	Date of 1 st Issue: 10.09.2026													

TD 106-2 Rev No.06 Form No.		PRODUCT STANDARD HYDERABAD	Prod. Std. No. HE51684
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3.1 General

The valve shall be of glandless globe type, suitable for seawater service.

The construction shall eliminate the conventional stem packing/gland arrangement. The stem shall operate through a suitable sealed pressure boundary arrangement, such as a welded/sealed bonnet or equivalent glandless construction.

The design shall ensure:

- Zero external leakage under normal operating conditions.
- No seawater contacts with conventional packing material.
- Reliable operation after prolonged service.
- Minimum maintenance requirement.
- No galvanic corrosion between dissimilar wetted materials.

3.2 Flow Direction

The valve shall be designed for flow in the direction indicated by the manufacturer.

The flow direction arrow shall be permanently marked on the valve body.

3.3 Bonnet

Bonnet shall be titanium. Bonnet-to-body joint shall be designed to withstand the specified pressure and temperature with adequate margin.

If a bolted bonnet is adopted, the bolting shall be of suitable seawater-resistant material and shall be compatible with titanium to avoid galvanic corrosion.

4.0 Material of Construction:

Component	Material
Body	Titanium Grade 2, ASTM B367
Bonnet	Titanium Grade 2, ASTM B367/B381
Disc	Titanium Grade 2 or suitable titanium alloy
Stem	Titanium Grade 2 / Grade 5, subject to manufacturer's design
Seat	Titanium Grade 2 with suitable hard-facing or integral titanium seat, subject to manufacturer's design
Stem sealing	Titanium
Body/bonnet gasket	PTFE / expanded PTFE
Handwheel	Titanium/ suitable corrosion resistant material
Bellow/ Bellow cover	Titanium/ suitable corrosion resistant material
Identification plate	Titanium/ suitable corrosion resistant material
External parts	Titanium/ suitable corrosion resistant material

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The manufacturer shall submit the complete Material of Construction (MOC) for purchaser approval. All wetted components shall be specifically identified.

No copper, brass, bronze, aluminum or other material susceptible to seawater corrosion shall be used in wetted components.

3.2 Dimensions:

Flange to Flange (L): 200 to 230mm

Height (H): 230 to 280mm

Handwheel (ØW): Dia. 110 to150mm

4.0 Flanged Ends:

The valve shall have flanged ends conforming to:
ASME B16.5, Class 300, 1" NB.

Flange details:

- Facing: Raised Face (RF)
- Flange material: Titanium Grade 2 or integral titanium flange
- Bore: Suitable for the valve pressure drop and flow requirement
- Bolt-hole dimensions: As per ASME B16.5

The valve flange shall be dimensionally compatible with the mating titanium SB-381 Grade F3 flange.

5.0 Gasket:

The vendor shall supply 3 complete sets of loose gaskets for each valve. xpanded PTFE (ePTFE) or a suitable PTFE-based gasket is recommended. Gasket shall be free from asbestos/ graphite and suitable for ASME B16.5 Class 300 flange dimensions.

6.0 Pressure Testing:

Each valve shall be individually pressure tested at the manufacturer's works.

Testing shall generally comply with API 598 or an equivalent purchaser-approved standard.

The following tests shall be performed:

6.1 Shell Test

Hydrostatic shell test shall be carried out at the pressure specified by the applicable valve testing standard.

There shall be no visible leakage, no permanent deformation & no pressure-boundary failure.

The manufacturer shall submit the complete Material of Construction (MOC) for purchaser approval. All wetted components shall be specifically identified.
No copper, brass, bronze, aluminum or other material susceptible to seawater corrosion shall be used in wetted components.

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6.2 Seat Leakage Test

Both seating directions shall be tested as applicable to the valve design.
The valve shall demonstrate the specified acceptable seat leakage in accordance with the applicable testing standard.

6.3 External Leakage

The glandless sealing arrangement shall be checked for external leakage.
No external leakage shall be permitted through the stem/bonnet sealing arrangement.

7.0 Valve Operation:

The valve shall be manually operated by handwheel.
The valve shall:

- Open and close smoothly.
- Not exhibit stem seizure.
- Not require excessive operating torque.
- Maintain reliable seating after repeated operation.

The valve shall be designed so that the disc cannot become detached from the stem during normal operation.

8.0 Valve Identification:

Body:

- Valve size
- Pressure class
- Body material
- Arrow showing direction of flow
- Manufacturer's name/trademark
- Inspector identification mark

Each valve shall have a permanently attached corrosion-resistant identification plate containing, as a minimum:

- Manufacturer's name/trademark
- Valve size
- Pressure class
- Body, Bonnet & Trim material
- Valve serial number
- Year of manufacture
- BHEL Material code

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- Valve size
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TD 106-2 Rev No.06	Form No.		PRODUCT STANDARD HYDERABAD	Prod. Std. No. HE51684 REV. NO. 00 PAGE 5 OF 8
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		9.0 Inspection and Quality Requirements: BHEL/ BHEL appointed TPIA shall have the right to inspect the valve during manufacture and testing. The manufacturer shall maintain full material traceability. The scope of inspection shall be as follows: a. As specified in the Enquiry/Purchase Order/Quality plan. b. Stamping of all accepted values and issue of inspection reports and certificates. 10.0 Cleaning: Since the valve is intended for seawater service, all internal surfaces shall be thoroughly cleaned before dispatch. The valve shall be: • Free from oil and grease, metallic chips, welding slag & foreign material. • Suitable for installation in seawater service. 11.0 Guarantee Certificates: 2 copies of the guarantee certificate shall be submitted before dispatch of valves. All the valves shall be guaranteed for trouble free operation for a period of 12 months from the date of commissioning or 24 months from date of dispatch. Valves found defective due to design deficiency, manufacturing defects, etc., during the guarantee period shall be replaced by the supplier at no extra charge to BHEL. 12.0 Documents: Along with offer: 4 copies of each of following documents shall be submitted along with quotation – i. Drawing/leaflet/catalogue for the offered item indicating complete cross-sectional arrangements, standards governing the valves and valve rating, indicating direction of flow by an arrow marked on the body, binding dimensions, bill of material with material specification details, hydraulic/air test pressure for body/seat/back seat, overall height, dismantling clearances, weight and special features, if any, as specified in the main specification of the valves. ii. Quality plan adopted by the supplier during manufacture and inspection/testing of valves iii. List of recommended spares for 3 years trouble free operation of valves iv. Any deviations to this standard/individual specification proposed by the supplier. v. Regulating characteristics for regulating valves vi. Offer submitted without the above-mentioned documents shall be considered as incomplete and therefore the offer shall be ignored for the purpose of technical/commercial evaluation.		

TD 106-2 Rev No.06	Form No.		PRODUCT STANDARD HYDERABAD	Prod. Std. No. HE51684 REV. NO. 00 PAGE 6 OF 8
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		After placement of order: 4 copies of each of following documents shall be submitted immediately after placement of order – i. Certified contract drawings for approval. ii. Operation and maintenance instructions. iii. Storage instructions. 13.0 End protection: A circular blanking plate made of thin sheet, with diameter 6mm less than the bolt holes inner PCD, shall be firmly fixed to the flange faces by the application of adhesive, after ensuring that the flange faces have been thoroughly cleaned. A thin coat of adhesive shall be applied to the flange face and the blanking plate and then allowed to dry for 15 to 20 minutes. The coated face of the blanking plate should then be joined to the face of the flange taking care that the plate is concentric with the flange. Firm pressure shall be applied to ensure intimate contact between the plate and flange. A wooden blank should then be bolted to the flange using a minimum of four bolts. 14.0 Packing: All the valves shall be packed suitably in closed wooden cases in order to avoid damage during transit and storage at BHEL. Suitable supports shall be provided inside the cases in order to avoid internal movement. In case of imported consignments, the packing shall be seaworthy. Each valve after end protection should be wrapped in polythene sheet before packing in the cases. Valves can be packed in one packing case taking care that they do not strike with each other. Enough packing material shall be kept inside the case to avoid damage. In case, the hand wheel, extension spindle or any other accessory of a valve is removed at the time of packing, the same must be kept in the same case and not separately. Each packing case must contain 2 copies of the shipping list, giving details of all the contents of the case.		



PRODUCT STANDARD HYDERABAD

Prod. Std. No. **HE51684**REV. NO. **00**

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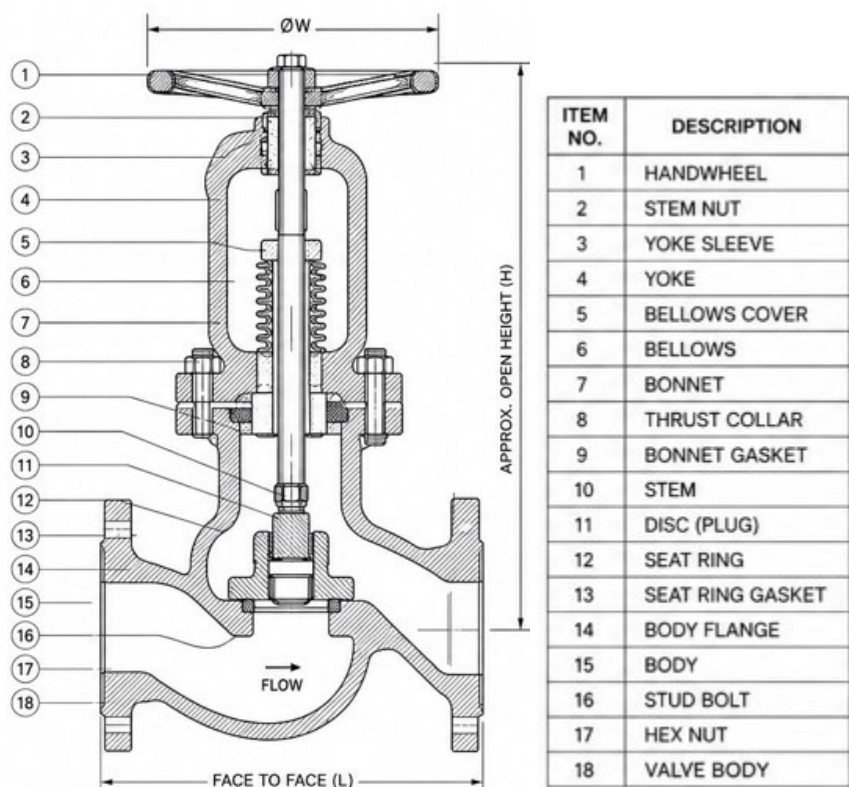
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15.0 Marking:

The following marking shall be done on each packing case minimum on two sides and also at the top –

- Complete address of the consignee and destination as per BHEL purchase order.
- BHEL Purchase order number.
- BHEL Valve Standard number(s).
- Number of pieces in each packing case.
- Net Weight.
- Gross weight.
- Packing case number and total number of packing.
- Arrow indicating top of packing case.

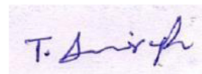


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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		RECORD OF REVISIONS				
		Rev. No.	Date	Revision Details	Revised	Approved
		00	10.09.2026	First submission	BV	UM
		Ref.Doc.				

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: SQP_R00_ HE51684_TITANIUM VALVE REV. NO. : 00 DATE: 17.09.2026						
				ITEM: TITANIUM GLANDLESS GLOBE VALVE BHEL SPEC. : HE51684 REV 00				PAGE 1 OF 4				REV.00		
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY				REMARKS
										P	W	V		
1.0	DRAWING /DATASHEET AVAILABILITY													
1.0	AVALIBILITY OF APPROVED GA DRAWING AND CROSS SECTIONAL DRAWING		MAJOR	REVIEW	100%	BHEL AOPPROVED DRAWING	BHEL AOPPROVED DRAWING.	APPROVED DRAWING	✓	2		1		
1.1	AVALIBILITY OF APPROVED VALVE DATASHEET		MAJOR	REVIEW	100%	BHEL AOPPROVED DATASHEET	BHEL AOPPROVED DATASHEET	APPROVED DATA SHEET	✓	2		1		
2.0	RAW MATERIALS & BROUGHT OUT ITEMS													
2.1	BODY , BONNET, DISC, STEM,SEAT , STEM SEALING (NO REPAIR ON CASTING IS PERMITTED , ANY DEFECTS OBSERVED SHALL BE REPORTED TO BHEL ENGINEERING FOR RESOLUTION)	CHEMICAL COMPOSITION	MAJOR	CHEM	SAMPLE/ MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	Report from NABL LAB	
		MECHANICAL PROPERTIES	MAJOR	MECH	SAMPLE/ MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1		
		NDE	MAJOR	NDE	100%	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	IR/NDE REPORT	✓	2		1		
		WELDABILITY TEST (IF APPLICABLE)	MAJOR	METALLUGY	SAMPLE/ CAST	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	IR	✓	2		1		
		PRESSURE TEST OF CASTINGS (IF APPLICABLE)	MAJOR	LEAKAGE	SAMPLE/ CAST	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	AS PER APPROVED DS / RELEVANT MATERIAL GRADE	IR	✓	2		1		
2.2	HAND WHEEL , BELLOW/BELLOW COVER , FSTNERES	CHEMICAL COMPOSITION	MAJOR	CHEM	SAMPLE/ MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	Report from NABL LAB	
		MECHANICAL PROPERTIES	MAJOR	MECH	SAMPLE/ MELT	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1		

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

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO:					
				ITEM: TITANIUM GLANDLESS GLOBE VALVE BHEL SPEC. : HE51684 REV 00				SQP_R00_HE51684_TITANIUM VALVE					
								REV. NO. : 00					
								DATE: 17.09.2026					
								PAGE 2 OF 4				REV.00	
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
2.4	GASKET	COMPOSITION AND PHYSICAL PROPERTIES	MAJOR	CHEM & PHYSICAL PROPERTIES	EACH BATCH	AS PER APPROVED DS	AS PER APPROVED DS	SUPPLIER's TC	✓	2		1	
2.5	FOR OTHER ITEMS COMPLIANCE CERTIFICATEs AS PER APPROVED DRAWING SHALL BE FURNISHED. REVIEW BY TPIA.												
3.0	IN PROCESS STAGE												
3.1	MACHINED COMPONENT	DIMENSIONS	MAJOR	MESRT	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR		2		-	
3.2	LPI /MPI ON MACHINED SURFACE		MAJOR	NDE	100%	ASME SEC V ART 6/7	ASME SEC VII, DIV1 APPX 8/6 ASME B16.34	IR	✓	2		1	
4.0	FINAL ASSEMBLY & TESTING												
4.1	VALVE ASSEMBLY	VISUAL & WORKMANSHIP	MAJOR	VISUAL MESRT	100%	APPROVED DRAWING.	APPROVED DRAWING.	IR	✓	2	1		
		DIMENSIONS, PROCESS CONNECTION, TAG VERIFICATION											
4.2	FUNCTIONAL TEST	MANUAL OPERATION OF VALVES	MAJOR	OPEN/CLOSE	100%	MFR STD	SMOOTH OPERATION	IR	✓	2	1		

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: SQP_R00_ HE51684_TITANIUM VALVE REV. NO. : 00 DATE: 17.09.2026					
				ITEM: TITANIUM GLANDLESS GLOBE VALVE BHEL SPEC. : HE51684 REV 00				PAGE 3 OF 4			REV.00		
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	
4.3	HYDRAULIC TEST 1.BODY & BONNET 2.SEAT 3.EXTERNAL LEAKAGE (FOR GLANDLESS SEALING)	LAKAGE	MAJOR	VISUAL, MESRT	100%	API 598	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2	1		
4.4	STRIP TEST (IF APPLICABLE AS PER DATASHEET)	VERIFY SOUND NESS OF COMPOPNENTS	MAJOR	VISUAL, MESRT	1%	APPROVED DRAWING.	APPROVED DRAWING.	IR	✓	2	1		
4.6	COMPLETENESS W.R.T. DRAWING / BOM AND QAP INCLUDING NAME PLATE VERIFICATION AND APPLICABLE SPARE VISUAL INSPECTION & TC/COC REVIEW	VISUAL	MAJOR	VISUAL, TC REVIEW	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2		1	
4.7	SURFACE PREPARATION & PAINTING (FINISHING)		MAJOR	VISUAL	100%	AS PER BHEL SPEC. / APPROVED DRAWING.	AS PER BHEL SPEC. / APPROVED DRAWING.	IR	✓	2	1		HOLD POINT – INSPECTION BY BHEL & CUSTOMER
5.0	PRESERVATION, MARKING & PACKING												
5.1	MARKING, PRESERVATION & PACKING		MAJOR	VISUAL	100%	AS PER BHEL SPEC./ PO	AS PER BHEL SPEC./ PO	IR	✓	2		1	
6.0	DOCUMENTATION REVIEW AND DISPATCH CLEARANCE												
LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.							PREPARED BY:  ALOK BEHERA SR.MGR / QA		REVIEWED BY:  VUSELA SAMPATH KUMAR Sr. Manager / Quality & Business Excellence BHEL, HYDRABAD		APPROVED BY:  T MUNIRAGHAVULU AGM/QA		

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN				QP. NO: SQP_R00_ HE51684_TITANIUM VALVE REV. NO. : 00 DATE: 17.09.2026						
				ITEM: TITANIUM GLANDLESS GLOBE VALVE BHEL SPEC. : HE51684 REV 00				PAGE 4 OF 4					REV.00	
				SL NO	COMPONENT & OPERATIONS		CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D
6.1	COMPLETENESS OF QA DOCUMENTATION w.r.t PO,QAP,DRG			MAJOR	DOCUMENT REVIEW	100%	PO,QAP,DRG	PO,QAP,DRG	IR	✓	1			NOTE-A,C
6.2	QAP SIGN OFF, ISSUE OF IRN/CQIR (EQUIPMENT AND DISPATCH PHOTOGRAPHS SHALL BE INCLUDED IN CQIR REPORT ESSENTIALLY)							CQIR/IRN		3,1				

NOTE -A

TPIA TO SIGN OFF ALL INDIVIDUAL QAP STAGES AND SAME SHALL BE UPLOADED WHILE CLOSING CQIR.

NOTE-B

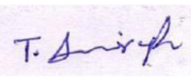
PO/NIT/PQC/DRAWING/SPEC/DATA SHEET/QAP REQUIREMENTS ETC. SHALL BE MET. VENDOR SHALL MEET PO/NIT/PQC/DRAWING/SPEC/DATA SHEET REQUIREMENTS IN ADDITION TO THE QUALITY PLAN REQUIREMENTS. IN CASE OF ANY CONTRADICTION BETWEEN THE DOCUMENTS, THE STRIGENT REQUIREMENT SHALL PREVAIL.

NOTE-C : SUPPLIER TO FURNISH TC /IR QAP CLAUSE WISE ALONG WITH INDEX SHEET FOR QC DOCUMENTATION FOR CLEARANCE AT BHEL

NOTES:

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

MTC – MILL TEST CERTIFICATE, TC – TEST CERTIFICATE , IR – INSPECTION REPORT, COC – CERTIFICATE OF CONFORMITY , UT – ULTRASONIC TEST, MPI – MAGNETIC PARTICLE INSPECTION, DPT – DYE PENETRANT TEST.

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.		PREPARED BY:  ALOK BEHERA SR.MGR / QA	REVIEWED BY:  VUSTELA SAMPATH KUMAR Sr. Manager / Quality & Business Excellence BHEL, HYDRABAD	APPROVED BY:  T MUNIRAGHAVULU AGM/QA
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